

EOI NOTICE

RAILTEL CORPORATION OF INDIA LIMITED (A Govt. of India Undertaking)
Plate-A, 6th Floor, Office Tower-2, NBCC Building,
East Kidwai Nagar, New Delhi-110023

EOI No: RCIL/EOI/COMKTG/VAB/25-26/COR-ICT/23/E-52149-R Dated: 16.01.2026

RailTel Corporation of India Ltd., (hereafter referred to as “RailTel”) invites Expression of Interest (EOI) for “Selection of Business Partner from RailTel’s Empaneled Partners for Exclusive Pre-Bid teaming arrangement for Procurement of Merchant Soundboxes under Capex Model for a customer of RailTel on back-to-back basis.”

The details are as under:

SCHEDULE OF EVENTS

1	Date of Publishing of EOI Notice	16-JAN-2026
2	Last date for submission of Bids against EOI	19-JAN-2026 at 11:00 Hours
3	Opening of Bids received against EOI	19-JAN-2026 at 11:30 Hours
4	Bid System	Single Stage (Single Packet System)
5	EOI document cost- inclusive of taxes (non-refundable)	NIL
6	EOI processing fee- inclusive of taxes (non-refundable)	As per eNivida Portal
7	Earnest Money Deposit (EMD)	EMD: EMD for an amount of Rs. 5,00,000/- (Rupees Five Lakh Only) is to be paid along with EOI. (To be submitted via online bank transfer only). RailTel Bank Details: Union Bank of India, Account No. 340601010050446, IFSC Code - UBIN0534064 EMD deposited shall not bear any interest.
8	Bid Submission Mode	Online on https://railtel.enivida.com only.

Note: RailTel reserves the right to change the above dates at its discretion

Eligible Business Associates are required to direct all communications related to this Invitation for EOI document, through the following Nominated Point of Contact persons:

Contact Details for this EOI:

- Contact: Sh. Anand Singh Chandel, GM/VAB
 Email: a.chandel@railtelindia.com

2. Contact: Sh. Rahul Agarwal, GM/Fin
Email: carahul@railtelindia.com
3. Contact: Sh. Arun Singh Rawat, GM/Proc/Tech
Email: arunsrawat@railtelindia.com

Note:

1. **The EOI response is invited from eligible Empaneled partners of RailTel only.**
2. All the document must be submitted with proper indexing and page number duly signed and stamped at each page as a token of acceptance of EOI by authorized signatory of the Bidder/Partner.
3. Transfer and Sub-letting: The Business Partner has no right to give, bargain, sell, assign or sublet or otherwise dispose-off the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof, except OEM.
4. Partner can submit their responses as an individual organization only. No Consortium is allowed.
5. Bidder has to agree to comply with all technical & financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the EOI.
6. The selected bidder will have to accept all Terms & Conditions of EOI and Customer RFP/Work order on back-to-back basis.
7. Any corrigendum(s) issued by RailTel against pertinent EOI shall be the part and scope of this EOI document on back-to-back basis.
8. All the clauses of the customer RFP No. GeM ID: GEM/2026/B/7087395 Corrigendum (if any) shall be applicable on back-to-back basis including payment terms. SLA/Penalty/LD etc. will be passed on to the selected vendor on back-to-back basis in full.
9. Original copy of the POA, Non-Disclosure Agreement, Undertaking and Affidavit must reach RailTel, East Kidwai Nagar office within 3 days from the last date of bid submission.
10. The EOI not accompanied by Earnest Money as mentioned or if any of the documents submitted by the tenderers is proved to be fraudulent, the offer will

be summarily rejected & EMD will be forfeited.

11. **Return of EMD for unsuccessful Bidder:** EOI EMD of the unsuccessful bidder shall be returned without interest after completion of EOI process/Completion of end customer process whichever is later.
12. **Return of EMD for successful Bidder:** EOI-EMD of the successful bidder will be discharged / returned as promptly as possible after the receipt of Performance Security Deposit as per the terms of the EOI by the successful L1 bidder.
13. This is an exclusive pre-bid partnership arrangement with an empaneled business associate of RailTel for participating in the end customer RFP. The selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel). This undertaking has to be given with this EOI Response.

RailTel Corporation of India Ltd
(A Navratna PSU under Ministry of Railways)



NOTICE INVITING EXPRESSION OF INTEREST (EOI)

EOI No.: RCIL/EOI/COMKTG/VAB/25-26/COR-ICT/23/E-52149-R Dated: 16.01.2026

Expression of Interest (EOI) for “Selection of Business Partner from RailTel’s Empaneled Partners for Exclusive Pre-Bid teaming arrangement for Procurement of Merchant Soundboxes under Capex Model for a customer of RailTel on back-to-back basis.”

Issued by:

RailTel Corporation of India Ltd.

(A Navratna PSU under Ministry of Railways)

Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar,

New Delhi-110023

<https://www.railtelindia.com>

Disclaimer

RailTel Corporation of India Ltd. (herein after called the RailTel) has prepared this Expression of Interest (EOI) document solely to assist prospective bidders in making their decision of whether to bid or not to bid. While the RailTel has taken due care in the preparation of information contained herein and believes it to be accurate, neither the RailTel or any of its Authorities or Agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This information is not intended to be exhaustive and interested parties are required to make their own inquiries and do site visits that it may require in order to submit the EOI. The information is provided on the basis that it is non-binding on RailTel, any of its authorities or agencies or any of their respective officers, employees, agents or advisors. The RailTel reserves the right not to proceed with the bidding/EOI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the EOI further with any party submitting an EOI. No reimbursement of cost of any type will be paid to persons or entities submitting the EOI.

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1. About RailTel

RailTel Corporation of India Ltd (RailTel) is one of the largest neutral telecom infrastructure providers in the country owning a Pan-India optic fiber network on exclusive Right of Way (ROW) along Railway track. The OFC network presently reaches to over 4500 towns & cities of the country including several rural areas. With its Pan India high-capacity network, RailTel is working towards creating a knowledge society at various fronts. The portfolio of services provided by RailTel includes Data Centre & DR services, Tele-presence as a service, NLD services, IP-1 services, Internet and Broadband services on a pan-India basis.

Equipped with an ISO 9001, 20000-1:2011 & 27000 certification, RailTel offers a wide gamut of managed telecom services to Indian Telecom market including Managed lease lines, Tower colocation, MPLS based IP-VPN, Internet, Data Centre services, NGN based voice carriage services to Telecom Operators, Dark fibre leasing to MSOs/LCOs. The major customer segment for RailTel comprises of Enterprises, Banks, Government Institutions/Department, Educational Institutions/Universities, Telecom Service Providers, Internet Service Providers, MSOs, etc. RailTel being a “Navratna” PSU is steaming ahead in the enterprise segment with the launch of various services coupled with capacity augmentation in its Core network.

2. Background of EOI

RailTel Corporation of India Ltd (hereafter referred to as ‘RailTel’) an ICT arm of Indian Railways has been in the forefront of building innovative platforms and solutions and vision to build range of Information and Communication Technology (ICT) Services for its customers.

RailTel intends to participate in a tender floated by Customer of RailTel for Procurement of Merchant Soundboxes under Capex Model on back-to-back basis and accordingly seeks to select a suitable partner for pre-bid teaming agreement for participating in the customer floated tender.

RailTel invites bids from RailTel’s Empaneled Business Partners/Associate for the selection of suitable Business partner for Procurement of Merchant Soundboxes under Capex Model on back-to-back basis. The empaneled business partner is expected to have excellent execution capability and good understanding of the customer local environment.

Bidder has to agree to comply with all technical & Financial documentation including Technical certificates/others as per end-to-end requirement mentioned in the scope of work (Annexure-12).

3. Scope of Work and Partner Selection

The indicating scope of work shall be as per the Annexure-12 for “Selection of Business Partner from RailTel’s Empaneled Partners for Exclusive Pre-Bid teaming arrangement for Procurement of Merchant Soundboxes under Capex Model for a customer of RailTel on back-to-back basis.”

Special Note: RailTel may retain some portion of the work mentioned in the CoR’s PO/RFP.

- 3.1 Purpose of EOI: This EOI is proposed to select a suitable partner for fulfilling the customer requirement as per Annexure-12 for Selection of Business Partner from RailTel’s Empaneled Partners for Exclusive Pre-Bid teaming arrangement for Procurement of Merchant Soundboxes under Capex Model for a customer of RailTel on back-to-back basis.”. In order to complete the same work, this EOI is being floated by RailTel.
- 3.2 The present proposal seeks the turnkey solution for carrying out CoR needs. It is proposed to provide services as mentioned in Annexure-12.
- 3.3 Empaneled partners are required to submit bid (techno commercial bid) through Online on <https://railtel.enivida.com> only.
- 3.4 **Interested partners may note that this is a Single Stage-Single Packet Bid.**
- 3.5 Only those bids shall be opened, which have been submitted within the stipulated time as mentioned in this EOI document.

4. Compliance Requirements and Eligibility Criteria for Interested Bidders:

- (A) **Technical Bid:** The Technical Bid includes essential Technical Eligibility requirements. Bidders must submit the necessary documentation as specified in **Annexure-1** to demonstrate their qualifications.
- (B) **Price Bid :** Price bid will be evaluated/Considered for the technically qualified bidder only.

Bidder has to quote the price bid in the format as per annexure-4 considering the complete scope of the work. Price Bid of only those bidder shall be considered who are technically qualified.

- 4.1 Bid evaluation will be done based on above mentioned documents. The bidder will be selected on the lowest quote (L-1) basis for complete 'Scope of Work' as mentioned in the EOI document. The so selected partner will be termed as 'Commercially Suitable Partner (hereafter referred to as 'CSP')/Selected Bidder.
- i. It is re-mentioned, that the final selection of CSP will be on the L-1 basis only from the technically qualified bidders. Further, RailTel reserves the right to have negotiation with the CSP.
 - ii. If multiple bidders quote the same lowest rate at the time of opening, RailTel reserve the right to reject the bid or call for revised rate from those bidders in a sealed envelop. The bidder who submit the lowest rate in revised offering, will be selected as the L1 Bidder.
 - iii. If L1 bidder fails to submit the Balance EMD payment (if any) or Performance Bank Guarantee payment within the stipulated timeline, EMD deposited by the L1 bidder shall be forfeited and empanelment with RailTel shall be terminated. The bidder will be classified as the disqualified L1 bidder.
 - iv. If the lowest bidder (L1) is disqualified, the contract may be awarded to the next lowest bidder (L2), provided they are able to match L1's price. In this case, the bidder will be esteemed as the selected L1 bidder.
- 4.2 As of now, Eoi response from interested partners is invited considering that the selected partner will be responsible for delivering of complete 'Scope of Work'. **However, RailTel at its discretion, may take- up a certain portion / percentage of 'Scope of Work' by communicating to the Partner at any point of time during the engagement period.** (The day at which 'Partner' is declared, will mark the start of the engagement period. The period will be valid till completion of the work. The engagement period will get auto-extended to the period RailTel

serves CoR for the concerned work, unless terminated earlier by RailTel as per terms and conditions mentioned in this EOI document). In this scenario, commercial engagement with the Partner will be for that portion / percentage only, which has not been taken by RailTel. Accordingly, resultant value of work will be derived on the basis of negotiated (in case) commercial bid of the Partner.

- 4.3 Validity of the submitted bid (technical and commercial) should be 180 days from the last date of submission of bid.
- 4.4 RailTel will enter into a agreement with selected L1 bidder with detailed Terms and conditions.
- 4.5 Final PO to the L1 bidder shall be issued on the final accepted rate (after negotiation if any) only after receipt of the work order from customer of RailTel.
- 4.6 The rates on which LOA/PO is issued, will remain valid for the entire duration of the contract.
- 4.7 On receipt of the Purchase order from the customer of RailTel, RailTel will issue the LOI to the selected L1 bidder within 5 days from the date of customer PO.
- 4.8 Formal LOA/PO on ERP shall also be issued by RailTel.

5. Proposal Preparation and Submission Cost

The interested partner is responsible for all costs incurred in connection with participation in this EOI process, including, but not limited to, cost incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by RailTel to facilitate the evaluation process or all such activities related to the bid process. RailTel will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. This EOI document does not commit to award a contract or to engage in negotiations.

6. Amendment to EOI Document

At any time prior to the deadline for submission of bids, RailTel, may, for any reason can modify the EOI document by an amendment. All the amendments made in the document would be informed by displaying on RailTel's (www.railtelindia.com) website and on RailTel E-Procurement portal i.e.

<https://railtel.enivida.com/> only. The interested bidders are advised to visit the RailTel website and e-Nivida portal on regular basis for checking necessary updates. RailTel also reserves the rights to amend the dates mentioned in this EOI for bid process. RailTel may, at its discretion, extend the last date for receipt of EOI response.

7. Bid Validity

7.1. Bid of Interested partners shall remain valid for the period of 180 days from the last date of submission of EOI, as mentioned in this EOI document.

7.2. RailTel may request for an extension of the period of validity. The validity of the 'EMD', should also be suitably extended if the duration of bid submission is extended. The request and the responses thereto shall be made in writing through e-mail communication only. Further, whenever the bid validity extension is submitted by the interested partner, it should be ensured by interested partner that their PBG related to the empanelment should have minimum validity of 180 days from the last date of extended bid validity period.

8. Right to Terminate the Process

RailTel may terminate the EOI process at any time without assigning any reason. RailTel makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EOI does not constitute an offer by RailTel. The interested bidder's participation in this process may result in RailTel selecting the CSP to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by RailTel to execute a contract or to continue negotiations. RailTel may terminate negotiations at any time without assigning any reason

9. Language of Bid

The bid prepared by the interested partner and all correspondence and documents relating to the bids exchanged by the bidder and RailTel, shall be written in English Language, provided that any printed literature furnished by the Bidder in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. If any supporting documents submitted are in any language other than

English, translation of the same in English language is to be duly attested by the Authorised Signatory of the interested partner.

10. Submission of Bid

- 10.1 The interested bidder should take into account all corrigendum to this EOI document that have been published before submitting their EOI response. The bid is to be submitted in the mode as mentioned in this EOI document. EOI response submitted in any other mode will not be entertained.
- 10.2 Interested bidders in their own interest are advised to submit the EOI response well in time before the last date and hence to avoid any inconvenience at the last moment.
- 10.3 An Organization / Interested Bidder can submit only 'One EOI Response'. Submission of multiple EOI Response by interested bidder(s) may lead to rejection of all of its bid.
- 10.4 Empaneled partners are required to submit their bid response through online E-procurement portal of RailTel i.e. <https://railtel.enivida.com> only. Bid document should be signed by Authorized Signatories with Company seal and stamp.

11. Rights to Accept / Reject any or all EOI Response

RailTel reserves the right to accept or reject any EOI Response, and to annul the bidding process and reject all Bids at any time prior to award of the Contract, without thereby incurring any liability to the affected interested bidder(s), or any obligation to inform the affected Bidders of the ground for RailTel's action.

12. Payment Terms

12.1. Payment will be on '**back-to-back**' basis. Advance will be payable to Business Partner, if any advance received by RailTel from customer on submission of equivalent amount of Bank Guarantee.

12.2. 100% Payment shall be released on back to back basis and on receipt of the payment from customer as per the following schedule:

- i. After completion of supply against each sub-order, payment for supply shall be processed within 60 days post submitting of invoice and other

supporting documents complete in all respect.

- ii. For maintenance cost, the payment would be made on monthly basis after deducting applicable penalty, if any.
- iii. After completion of 1st year of operation of soundboxes, the RailTel shall issue sub-PO for extension of AMC for subsequent year for the applicable number of sound boxes. Payment shall be released after confirmation of extension of AMC and upon receipt of invoices for the respective year of AMC. Similar process shall be followed for extension of AMC for 3rd year after completion of 2nd year of operation, for the applicable number of soundboxes.

12.3. Payment will be released after receiving the invoice for the work / services and after RailTel has received the payment from CoR for the same work / services.

12.4. Any deduction /Penalties levied by CoR on invoices of RailTel will be carried back-to-back and will be deducted from CSP's invoices, subject to the cause to deduction / penalty is due to deviation in terms and conditions of service standards by the CSP.

12.5. TDS will be deducted as per prevailing rates. The consideration aforementioned is all inclusive and no other amounts will be payable to the Business Partner by RailTel on any account whatsoever, unless otherwise specifically agreed to in writing.

12.6. Documents list required at the time of payment/invoice submission by selected bidder shall be: -

- i. Tax e-invoice.
- ii. PO Copy
- iii. Copy of Bank Guarantee
- iv. Delivery Challan
- v. Warranty certificate
- vi. Satisfactory Performance certificate for the release of maintenance cost.

12.7. Bill passing authority will be GM/VAB and bill paying authority will be GM/Finance or as decided by Competent Authority.

13. Performance Bank Guarantee (PBG)

- 13.1 The CSP shall at its own expense, deposit with department, within fifteen (15) days of the notification of award (done through issuance of the LOA/Purchase Order / Work Order etc.) and

communicated through email, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized/ Commercial Scheduled Indian Bank as per the format enclosed in this EOI, payable on demand, for the due performance and fulfilment of the contract by the CSP. This PBG will be for an amount of '**05 (%)**' of the contract value including all taxes, failing which a penal interest of 15% per annum shall be charged for the delay period i.e. beyond 30 (thirty) days from the date of issue of LOA/PO. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the CSP. Besides, if the total BG amount comes upto ₹05 Lakhs, then same may be deposited through DD/RTGS/NEFT. Along with submission of PBG, CSP needs to submit PBG issuing bank's SFMS report. The SFMS report is also to be submitted in case of renewal / extension of PBG.

- 13.2 The PBG shall be valid until 3 months beyond the last date of the contract period. The PBG may be discharged / returned by RailTel upon being satisfied that there has been due performance of the obligations of the CSP under the contract. However, no interest shall be payable on the PBG. In the event, CSP being unable to service the contract for whatsoever reason, RailTel would invoke the PBG at its discretion. Notwithstanding and without prejudice to any rights whatsoever of RailTel under the contract in the matter, the proceeds of the PBG shall be payable to RailTel as compensation for any loss resulting from the CSP's failure to complete its obligations under the contract. RailTel shall notify the CSP in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the CSP is in default.
- 13.3 RailTel shall also be entitled to make recoveries from the CSP's bills, PBG or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 13.4 If the service period gets extended by virtue of extension of same by CoR, submitted PBG should also be amended (value and period) accordingly by the CSP.

- 13.5 During the contract period, RailTel may issue Purchase Order(s) for the additional works/ services ordered by CoR (in case) to RailTel. In such scenario(s) also, Clause No. 13.1. to Clause No. 13.4. are to be followed by the CSP.
- 13.6 In case the CoR has sought PBG of the contract in the terms of Indemnity Bond from RailTel, the selected bidder has to provide the equivalent value PBG from scheduled Bank to RailTel. No Indemnity Bond from Selected Bidder will be accepted in lieu of PBG from Scheduled Bank.
- 13.7 Detail for online SFMS confirmation using the plate form is as below:
- BG advising message – IFN 760COV/ IFN 767COV via SFMS
 - To mandatorily send the Cover message at the time of BG issuance.
 - IFSC Code of ICICI Bank to be used (ICIC0000007).
 - Mention the unique reference (RAILTEL6103) in field 7037.
 - Customer ID: 571916103,
 - Unique identifier for Field 7037: RCIL571916103.
- 13.8 Bidder may submit the Insurance Security Bond in lieu of PBG with T&C as mentioned on 13.1 to 13.6.

14. Details of Commercial Bid / Financial Bid

- 14.1 Interested partner should submit commercial bid as per format given in the EOI.
- 14.2 The commercial bid should clearly bring out the cost of the goods/ services with detailed break-up of taxes.
- 14.3 The rates mentioned in the commercial bid of the CSP will form basis of commercial transaction between RailTel and bidder.
- 14.4 The quantity of 'Line Items' may vary at the time of placing of Purchase Order or during the Contract Period, as communicated by CoR (in case) to RailTel. In such scenarios, the 'Per Unit' cost will be considered to arrive on contractual amount between RailTel and CSP.
- 14.5 It is also possible that CoR may surrender/ increase, some or all of the quantities of service items ordered to RailTel during the contract period and accordingly the contractual amount between RailTel and CSP shall be considered, at sole discern of RailTel.

15. Contract Duration and Variation

- (1) The contract duration shall be same as of CoR's contract duration with RailTel until otherwise terminated earlier. Indicative contract duration is for a period of 5 year subject to extension for another year based on the satisfactory performance and mutual consent of both parties and extension from customer of RailTel. The contract duration can be renewed / extended by RailTel at its discretion, in case CoR extends / renews services with RailTel by virtue of extending / renewing / new issuance of one or more Purchase Order(s) placed by CoR to RailTel. An agreement (as per annexure-13) shall need to be signed by the successful bidder at the quoted/ agreed rate as per the terms & conditions of the EOI post issuance of the work order from customer of RailTel. Pre-Bid teaming Agreement will be signed with the L1 bidder. PO shall be issued after receiving the PO/LOA/Work order form the customer of RailTel i.e. IPPB.
- (2) This project business procurement is governed by the Terms and Condition of end customer i.e. IPPB, therefore any variation in quantity in this procurement will be governed by end customer requirement irrespective of any limit with the approval of the Competent Authority.

16. Restrictions on 'Transfer of Agreement'

The CSP shall not assign or transfer its right in any manner whatsoever under the contract / agreement to a third party or enter into any agreement for sub-contracting and/or partnership relating to any subject matter of the contract / agreement to any third party either in whole or in any part i.e., no sub-contracting / partnership / third party interest shall be created

17. Suspension, Revocation or Termination of Contract / Agreement

- 17.1 RailTel reserves the right to suspend the operation of the contract / agreement, at any time, due to change in its own license conditions or upon directions from the competent government authorities, in such a situation, RailTel shall not be responsible for any damage or loss caused or arisen out of aforesaid action. Further, the suspension of the contract / agreement will not be a cause or ground for extension of the period of the contract / agreement and suspension period will be taken as period spent.

During this period, no charges for the use of the facility of the CSP shall be payable by RailTel.

17.2 RailTel may, without prejudice to any other remedy available for the breach of any conditions of agreements, by a written notice of One (01) month or as per CoR tender condition whichever is earlier issued to the CSP, terminate/or suspend the contract / agreement under any of the following circumstances:

- i. The CSP failing to perform any obligation(s) under the contract / agreement.
- ii. The CSP failing to rectify, within the time prescribed, any defect as may be pointed out by RailTel.
- iii. Non adherence to Service Level Agreements (SLA) which RailTel has committed to CoR for the pertinent tender.
- iv. The CSP going into liquidation or ordered to be wound up by competent authority.
- v. If the CSP is wound up or goes into liquidation, it shall immediately (and not more than a week) inform about occurrence of such event to RailTel in writing. In that case, the written notice can be modified by RailTel as deemed fit under the circumstances. RailTel may either decide to issue a termination notice or to continue the agreement by suitably modifying the conditions, as deemed fit under the circumstances.
- vi. It shall be the responsibility of the CSP to maintain the agreed Quality of Service, even during the period when the notice for surrender/termination of contract / agreement is pending and if the Quality of Performance of Solution is not maintained, during the said notice period, it shall be treated as material breach liable for termination at risk and consequent of which CSP's PBG related to contract / agreement along with PBG related to the Empanelment Agreement with RailTel shall be forfeited, without any further notice.
- vii. Breach of non-fulfillment of contract / agreement conditions may come to the notice of RailTel through complaints or as a result of the regular monitoring. Wherever considered

appropriate RailTel may conduct an inquiry either Suo- moto or on complaint to determine whether there has been any breach in compliance of the terms and conditions of the agreement by the successful bidder or not. The CSP shall extend all reasonable facilities and shall endeavor to remove the hindrance of every type upon such inquiry. In case of default by the CSP in successful implementation and thereafter maintenance of services / works as per the conditions mentioned in this EOI document, the PBG(s) of CSP available with RailTel can be forfeited.

18. Dispute Settlement

- 18.1 In case of any dispute concerning the contract / agreement, both the CSP and RailTel shall try to settle the same amicably through mutual discussion / negotiations. Any unsettled dispute shall be settled in terms of Indian Act of Arbitration and Conciliation 1996 or any amendment thereof. Place of Arbitration shall be New Delhi.
- 18.2 The arbitral tribunal shall consist of the Sole Arbitrator. The arbitrator shall be appointed by the Chairman & Managing Director (CMD) of RailTel Corporation of India Ltd.
- 18.3 All arbitration proceedings shall be conducted in English.

19. Governing Laws

The contract shall be interpreted in accordance with the laws of India. The courts at New Delhi shall have exclusive jurisdiction to entertain and try all matters arising out of this contract.

20. Statutory Compliance

- 20.1 During the tenure of this Contract nothing shall be done by CSP in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof and shall keep RailTel indemnified in this regard.
- 20.2 The Bidder shall comply and ensure strict compliance by his/her employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify RailTel, from and against all levies, damages, penalties and

payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against RailTel or its Customer under Employees Compensation Act, 1923, The Employees Provident Fund and Miscellaneous Provisions Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, Shop and Establishment Act and Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising therefrom and/or related thereto.

21. Intellectual Property Rights

- 21.1 Each party i.e., RailTel and CSP, acknowledges and agree that the other party retains exclusive ownership and rights in its trade secrets, inventions, copyrights, and other intellectual property and any hardware provided by such party in relation to this contract / agreement.
- 21.2 Neither party shall remove or misuse or modify any copyright, trade mark or any other proprietary right of the other party which is known by virtue of this EOI and subsequent contract in any circumstances.

22. Severability

In the event any provision of this EOI and subsequent contract with CSP is held invalid or not enforceable by a court of competent jurisdiction, such provision shall be considered separately and such determination shall not invalidate the other provisions of the contract and Annexure/s which will be in full force and effect.

23. Force Majeure

- 23.1 If during the contract period, the performance in whole or in part, by other party, of any obligation under this is prevented or delayed by reason beyond the control of the parties including war, hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the parties), fire, floods,

earthquakes, natural calamities or any act of GOD (hereinafter referred to as EVENT) , provided notice of happenings of any such event is given by the affected party to the other, within twenty one (21) days from the date of occurrence thereof, neither party shall have any such claims for damages against the other, in respect of such non-performance or delay in performance. Provided service under this contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist.

- 23.2 In the event of a Force Majeure, the affected party will be excused from performance during the existence of the force Majeure. When a Force Majeure occurs, the affected party after notifying the other party will attempt to mitigate the effect of the Force Majeure as much as possible. If such delaying cause shall continue for more than sixty (60) days from the date of the notice stated above, the party injured by the inability of the other to perform shall have the right, upon written notice of thirty (30) days to the other party, to terminate this contract. Neither party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

24. Indemnity

- 24.1 The CSP agrees to indemnify and hold harmless RailTel, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from:
- a) Any mis-statement or any breach of any representation or warranty made by CSP or
 - b) The failure by the CSP to fulfill any covenant or condition contained in this contract by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverables (or the access, use or

other rights thereto), created by CSP pursuant to this contract, or any equipment, software, information, methods of operation or other intellectual property created by CSP pursuant to this contract, or the SLAs (i) infringes a copyright, trade mark, trade design enforceable in India, (ii) infringes a patent issues in India, or (iii) constitutes misappropriation or unlawful disclosure or used of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); or

- c) Any compensation / claim or proceeding by any third party against RailTel arising out of any act, deed or omission by the CSP or
- d) Claim filed by a workman or employee engaged by the CSP for carrying out work related to this agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

24.2 Any payment made under this contract to an indemnity or claim for breach of any provision of this contract shall include applicable taxes.

25. Limitation of Liability towards RailTel

25.1 The CSP liability under the contract shall be determined as per the Law in force for the time being. The CSP shall be liable to RailTel for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the CSP and its employees (direct or indirect), including loss caused to RailTel on account of defect in goods or deficiency in services on the part of CSP or his agents or any person / persons claiming through under said CSP, However, such liability of the CSP shall not exceed the total value of the contract.

25.2 This limit shall not apply to damages for bodily injury (including death) and damage to real estate property and tangible personal property for which the CSP is legally liable.

26. Confidentiality cum Non-disclosure

- 26.1 The Receiving Party agrees that it will not disclose to third party/parties any information belonging to the Disclosing Party which is provided to it by the Disclosing Party before, during and after the execution of this contract. All such information belonging to the Disclosing Party and provided to the Receiving Party shall be considered Confidential Information. Confidential Information includes prices, quotations, negotiated issues made before the execution of the contract, design and other related information. All information provided by Disclosing Party to the Receiving Party shall be considered confidential even if it is not conspicuously marked as confidential.
- 26.2 Notwithstanding the foregoing, neither Party shall have any obligations regarding non-use or non-disclosure of any confidential information which:
- a) Is already known to the receiving Party at the time of disclosure:
 - b) Is or becomes part of the public domain without violation of the terms hereof;
 - c) Is shown by conclusive documentary evidence to have been developed independently by the Receiving Party without violation of the terms hereof:
 - d) Is received from a third party without similar restrictions and without violation of this or a similar contract.
- 26.3 The terms and conditions of this contract, and all annexes, attachments and amendments hereto and thereto shall be considered Confidential Information. No news release, public announcement, advertisement or publicity concerning this contract and/or its contents herein shall be made by either Party without the prior written approval of the other Party unless such disclosure or public announcement is required by applicable law.
- 26.4 Notwithstanding the above, information may be transmitted to governmental, judicial, regulatory authorities, if so, required by law. In such an event, the Disclosing Party shall inform the other party about the same within 30 (thirty) Days of such disclosure.

26.5 This Confidentiality and Non- Disclosure clause shall survive even after the expiry or termination of this contract.

27. Assignment

Neither this contract nor any of the rights, interests or obligations under this contract shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this contract will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

28. Insurance

The CSP agrees to take insurances to cover all the elements of the project under this EOI including but not limited to Manpower, Hardware, Software etc. as per scope of work and validity of insurance should be upto the date of complete execution and acceptance from the customer of RailTel.

29. Exit Management

29.1 Exit Management Purpose

- a) This clause sets out the provision, which will apply during Exit Management period. The parties shall ensure that their respective associated entities carry out their respective obligation set out in this Exit Management Clause.
- b) The exit management period starts, in case of expiry of contract, at least 03 months prior to the date when the contract comes to an end or in case of termination contract, on the date when the notice of termination is sent to the CSP. The exit management period ends on the date agreed upon by RailTel or Three (03) months after the beginning of the exit management period, whichever is earlier.

29.2 Confidential Information, Security and Data: CSP will promptly, on the commencement of the exit management period, supply to RailTel or its nominated agencies the following (if asked by RailTel in writing):

- a) Information relating to the current services rendered and performance data relating to the performance of the

services; documentation relating to the project, project's customized source code (if any); any other data and confidential information created as part of or is related to this contract;

- b) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RailTel and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the services to RailTel or its nominated agencies, or its replacing vendor (as the case may be).

29.3 Employees : Promptly on reasonable request at any time during the exit management period, the CSP shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide RailTel a list of all employees (with job titles and communication address), dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the CSP, RailTel or the replacing vendor may make an offer of contract for services to such employees of the CSP and the CSP shall not enforce or impose any contractual provision that would prevent any such employee from being hired by RailTel or any replacing vendor.

29.4 Rights of Access to Information: Besides during the contract period, during the exit management period also, if asked by RailTel in writing, the CSP shall be obliged to provide an access of information to RailTel and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / software / active / passive), documentations, manuals, catalogues, archive data, Live data, policy documents or any other related material.

Note: RailTel at its sole discern may not enforce any or all clauses / sub-clauses under the 'Exit Management' clause due to administrative convenience or any other reasons as deemed fit.

30. Liquidated Damages

- If the successful bidder fails to execute the work within the time specified in this EOI or within the period of extension granted, RailTel may deduct penalty at the rate of 0.5% on per week or part thereof on the uncompleted portion of work (rounded off to the nearest whole number) for the actual delay, if delay is on successful bidder account, occasioned beyond the appointed time by which the work shall have been completed under the contract.
- The total value of LD/penalty shall be deducted from the vendor bills as deducted by the Customer of RailTel (CoR) on back-to-back basis.
- If the total value of penalty on account of delay in implementation exceeds 10%, RailTel will be within its rights to terminate the contract.

31. Waiver

Except as otherwise specifically provided in the contract, no failure to exercise or delay in exercising, any right, power or privilege set forth in the contract will operate as a waiver of any right, power or privilege.

32. Local Content Compliance:

- a) Only 'Class-I local supplier' and Class-II local supplier', as defined under the order no.- P-45021/2/2017 -PP (BE-II) dt. 4th June 2020 issued by Ministry of Commerce and Industry and reiterated by Railway Board Order no.- 2020/RS (G)/779/2 dt.12.06.2020, shall be eligible to bid in this EOI. Subsequent OM no. P-45021 dt.21.06.2017, PP-(BE-II) (E-1588) dt. July 27, 2020, OM No. P-45021/130/2020PP(BE-II)(E-435185) dt. July 9, 2020, OM No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 of Ministry of Commerce and Industry shall also be applicable.
- b) 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% , as defined in the aforesaid order.
- c) 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50% , as defined in the aforesaid order.
- d) 'Non local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to or 20%, as defined in the aforesaid order. Any offer submitted entity shall not be considered.

e) The margin of Purchase Preference to 'Class-I local supplier' shall be 20%, 'Class-II local supplier', 'Non local supplier' shall not be eligible for any purchase preference in this EOI.

i. **The Subject EOI is not divisible in nature and the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier'. Class-II local supplier' will not get any purchase preference.**

ii. The procedure to be followed in this EOI shall be as per para 3 A (c) of the aforesaid order.

iii. Verification of local content:- The bidders are required to furnish required certificate as defined in Para-9 of the order no.- P-45021/2/2017-PP (BE-II) dt. 4th June 2020. Submission of the requisite certificate as defined in Para-9 as mentioned above is mandatory.

33. Work Execution Time:

Bidder has to execute the work as per the terms & consideration mentioned in the customer RFP document immediately from the date of Advance LOA/Purchase order.

34. Changes in Contract Agreement

No modification of the terms and conditions of the Contract Agreement shall be made except by written amendments signed by the both CSP and RailTel. If any condition is changed by the Customer of RailTel, the same shall be applicable on back to back basis to Selected Bidder.

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Annexure – 01**(A) Pre-Qualification Technical Eligibility**

SN	Type	Description	Document Required	Page No
1	Empanelment	Bidder must be empaneled with RailTel as business associate/Business partner.	Copy of Empanelment letter issued by RailTel. Empanelment should be valid as on date of submission of bid submission date.	
2	POA	The bid should be duly signed and submitted by Authorised Signatory. The bidder has to submit the notarized on Rs. 100 of non-judicial stamp paper. Power of Attorney having authorised signatory's nomination along with board resolution in favour of power of attorney.	Bidder has to submit the Notarized Power of Attorney for the authorized person as per the Annexure-15 along with Board resolution.	
3	EMD payment	EMD payment	Bidder has to submit the proof of EMD payment along with the Bid.	
4	Non-Black Listing	Bidder should not be blacklisted by any State / Central Government Ministry / Department / Corporation / Autonomous Body on the last date of submission of EOI	Bidder has to submit undertaking on letterhead as per the format Annexure-17	
5	Land border sharing	Compliance to insertion of Rule 144(xi) in the GFR, 2017 vide office OM no. 6/18/2019-PPD dated 23-July-2020 issued by Ministry of Finance, Government of India, including revisions	Bidder has to submit undertaking.	
6	No-arbitration with RailTel	There should not be any ongoing or past, arbitration case(s) between 'RailTel or Organizations under Indian Railways' and 'Interested Bidder' on the last date of submission of EOI	Bidder has to submit and undertaking on letterhead duly signed and stamped by authorized signatory for no ongoing or past, arbitration case(s) between RailTel and bidder	
7	Unconditional Acceptance of EOI.	Undertaking on letter head duly signed and stamped by authorised signatory for unconditional Acceptance	Bidder has to submit Undertaking on letterhead duly signed and stamped by authorised signatory for	

SN	Type	Description	Document Required	Page No
		of the Scope of work along with all the terms & Conditions as per the EOI, corrigendum and addendum.	unconditional Acceptance of the Scope of work along with all the terms & Conditions of the EOI, corrigendum and addendum.	
8	Turnover	The Bidder should have a minimum cumulative turnover of Rs. 180 Crores during the last three financial years i.e. FY 2022-23, 2023-24, 2024-25.	Audited Balance Sheet & CA certificate	
9	Document	i. Certificate of Incorporation/ Registration Certificate ii. GST Registration iii. PAN Card	Bidder has to provide the valid document for each compliance.	
10	Positive Net worth	Positive Net worth certificate	Bidder has to submit Positive Net Worth and Should be profitable in last three FY. issued by the CA for the last three financial years. Certificate should contain UDIN no. issued by ICAI.	
11	Capability of Supply	The bidder or its proposed OEM must have successfully supplied soundboxes or similar items* in any Central Govt. organization/ Scheduled commercial Banks/ Private Organisations/ UPI Third Party App Providers (TPAP) mapped with respective PSP Banks as available on NPCI website.: One PO of supply of soundboxes or similar items* in minimum 10 locations across 10 states of India in the last 3 years, as on date of issue of bid. * Similar items include smartphones/ tablets/sound box/ printers/ laptops/ desktops/ biometric devices/ thermal printers.	Self-attested copies of: a) Copies of relevant Purchase Orders/ Contracts. b) Completion Certificate or Proof of installation certified by client department.	

SN	Type	Description	Document Required	Page No
12	Make & Model	Bidder has to provide the detail of Make & Model	Detail to be provided on Company letter head.	
13	OEM related Criteria			
(i)	OEM Authorization	MAF from OEM	MAF certificate issued by the OEM	
(ii)	OEM Credential	OEM of the quoted soundbox (themselves or through their authorised resellers) should have successfully supplied at least 1,00,000 soundboxes cumulatively in the last 3 years, as on date of issue of bid , in any 2 Scheduled commercial Banks/ Private Organisations/ UPI Third Party App Providers (TPAP) mapped with respective PSP Banks as available on NPCI website. Bidders to note that for this criterion, PO issued directly to the OEM or to the authorised partners of the same OEM shall be considered valid for ascertaining the proof of supply.	Copy of Certificate Registration /Certificate incorporation Permanent Account Number (PAN) Goods and Services Tax Identification Number (GSTIN)	
(iii)	Hardware and Software from Same OEM	The offered sound box should have the same OEM for both software as well as hardware components of the soundbox.	Self-declaration from the OEM on their letterhead to be submitted	
(iv)	Operational Presence of OEM in India	Bidder/ OEM should ensure to have services across pan India and should have authorized service center (or tie-up for providing services) in each of the state / UT. The UT may have a service centre in the nearest state.	Bidder to provide the list of the centres state/ UT wise on their letterhead.	
Annexures:				
1	Annexure – 01	CHECKLIST OF DOCUMENTS FOR BID SUBMISSION	Bidder has to submit the checklist of document submitted along with the bid	
2	Annexure - 02	EOI COVER LETTER	Bidder has to submit the EOI Cover letter	
3	Annexure	Local Content Compliance	Bidder has to submit the local	

SN	Type	Description	Document Required	Page No
	- 03		content compliance	
4	Annexure – 04	Commercial Bid	Bidder has to submit the quote as per the Price Bid Format Annexure-4	
5	Annexure-06	Non-Disclosure Agreement	Bidder has to submit the signed copy of NDA along with bid.	
6	Annexure 07	Technical Compliance	Bidder has to submit the technical compliance along with the bid	
7	Annexure – 11	AFFIDAVIT form	Bidder has to submit notarized affidavit as per the format enclosed along with the bid on Rs 100 stamp paper. If the bidder has not submitted the Annexur-11, bid shall be Summarily rejected.	
7	Annexure-12	Compliance for Scope of Work	Bidder has to submit the unconditional acceptance of the scope of the work.	
8	Annexure-14	Bidder profile	Bidder has to submit the detail of the bidder in the format as per Annexure-14.	
9	Annexure-15	Power of Attorney Format	Bidder has to submit Notarized POA on a Rs 100/- Non Judicial Stamp.	
10	Exclusive Bidding	Undertaking for exclusive bidding with RailTel	Bidder has to give Undertaking that they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected in this EOI for pre-bid teaming arrangement (before and after submission of bid to the end customer organization by RailTel)	
Bidders meeting the minimum eligibility criteria as per above clause shall be declared Technically Qualified Bidder.				

Note:

1. The technical bid should have a 'Index' at the starting and all pages of bid should be serially numbered and should be traceable as per the 'Index'.
2. All the submitted documents should be duly stamped and signed by the Authorized Signatory at each page.
3. The above checklist is indicative only. RailTel may ask for additional documents from the bidders, as per the requirement.

Signature of Authorised Signatory

Name:

Designation:

**EOI COVER LETTER
(On Organization Letter Head)**

Eoi Ref No.: _____

Dated: XX-XX-XXXX

To,

General Manager (VAB),
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

1. I, the undersigned, on behalf of M/s, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof, including corrigendum issued till last date of submission of EOI. It is also undertaken and submitted that we are in abidance of Clause 4 of EOI.
2. I agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, for a period of _____ days from the date fixed for submission of Proposals as stipulated in the EOI and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Commercially Suitable Partner (CSP) for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I undertake, if our Bid is accepted, to commence our services as per scope of work as specified in the contract document.
5. Until a formal Purchase Order or Contract is prepared and executed, this Bid and supplement / additional documents submitted (if any), together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. I hereby undertake and give unconditional acceptance for compliance of all terms & conditions of CoR RFP issued vide ref no. _____ Dated: _____ on e-tender portal, against this EOI based customer's requirement.
7. I hereby undertake that there will be no deviation from the Terms and Conditions of EOI and CoR 's RFP issued vide ref no.: _____ Dated: _____ on _____ portal.

Signature of Authorised Signatory

Name:

Designation:

**Local Content Compliance
(On Organization Letter Head)**

Eol Ref No.: _____ Date: XX-XX-XXXX

To,

General Manager (VAB),
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Dear Sir,

I, the undersigned, on behalf of M/s _____, hereby submits that our technical solution for the 'Scope of Work' mentioned under the Eol document is in compliance of local content requirement and makes us equivalent to 'Class-I local supplier' / 'Class-II local supplier' (mention whichever is applicable) for the Eol under reference, as defined under the order No. P-45021/2/2017- PP(BE-II) dt. 04-June-2020 issued by Ministry of Commerce and Industry, Govt. of India.

I hereby certify that M/s _____ fulfills all requirements in this regard and is eligible to be considered and for the submitted bid Local Content Percentage is _____ % (write in figures as well as in words).

I hereby acknowledge that in the event of acceptance of bid of M/s _____ on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law, including but not limited to the encashment of Bank Guarantee related to Empanelment and Performance Bank Guarantee (PBG), as available with RailTel, related to this Eol.

Signature of Authorised Signatory

Name:

Designation:

Annexure – 04

Commercial Bid

		RAILTEL CORPORATION OF INDIA LIMITED (A Govt. of India Undertaking) Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023					
To, General Manager (VAB), Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023							
EOI NO. RCIL/EOI/COMKTG/VAB/25-26/COR-ICT/23/E-52149-R							
Name Of Work:- "Selection of Business Partner from RailTel's Empaneled Partners for Exclusive Pre-Bid teaming arrangement for Procurement of Merchant Soundboxes under Capex Model for a customer of RailTel on back-to-back basis.							
Firm Name		M/s.					
SOR Item	SERVICE DESCRIPTION	Qty. (a)	Duration (b)	Unit Basic Rate excl taxes (c)	GST %	Unit rate incl taxes (d)	Total cost = a*b*d
1	Table Top Sound Box cost including 1-year warranty and delivery at bank locations	4,23,600	1		18%	-	-
2	Pocket type Sound Box cost including 1-year warranty and delivery at bank locations	1,05,900	1		18%	-	-
3	Monthly maintenance Cost (including Sim cost and Inventory management tool cost)	5,29,500	36		18%	-	-
4	AMC Cost for 2nd Year	5,29,500	1		18%	-	-
5	AMC Cost for 3rd Year	5,29,500	1		18%	-	-
Total Cost of Ownership (TCO) incl taxes							-
Total Cost (in words)							
Bidders to note the following: 1. Minimum AMC cost for 2nd year (line item 4) should be 8% of the average device cost (average of line items 1 & 2). 2. Minimum AMC cost for 3rd year (line item 5) should be 8% of the average device cost (average of line items 1 & 2). 3. Monthly maintenance cost (line item 3) should be between 3-5% of the average device cost (average of line items 1 & 2). 4. The price of type-2 NFC tags has been fixed as Rs.15 plus GST. In case the Bank (through NPCI) provides these tags to the successful bidder, the cost of NFC tag as mentioned above, shall be deducted from the unit cost of soundbox device, and accordingly payment shall be made. In case the bidder provides the NFC tags, the quoted price for soundbox devices shall be applicable. Nothing except prices will be entertained in part-II of tender.							

Annexure - 05

PROFORMA FOR PERFORMANCE BANK GUARANTEE
(On Stamp Paper of ₹ One Hundred)

To,

General Manager (VAB),
 Plate-A, 6th Floor, Office Tower-2,
 NBCC Building, East Kidwai Nagar, New Delhi-110023

1. In consideration of the RailTel Corporation of India Limited (CIN : L64202DL2000GOI107905), having its registered office at Plate-A, 6th Floor, Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023 (herein after called “RailTel”) having agreed to exempt..... (CIN:) having its registered office at (hereinafter called “the said Contractor”) from the demand, under the terms and conditions of Purchase Order No. dated..... made between RailTel and for (hereinafter called “the said Agreement”) of security deposit for the due fulfilment by the said Contractor of the terms and condition contained in the said Agreement, or production of a Bank Guarantee for Rs. (Rs..... Only). We (indicate the name and address and other particulars of the Bank) (hereinafter referred to as ‘the Bank’) at the request of contractor do hereby undertake to pay RailTel an amount not exceeding Rs. (Rs Only) against any loss or damage caused to or suffered or would be caused to or suffered by the RailTel by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Agreement.
2. We, ... the Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from the RailTel stating that the amount is claimed is due by way of loss or damage by the said Contractor of any of terms or conditions contained in the said Agreement by reason of the Contractor’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rs Only).
3. We, ... the Bank undertake to pay the RailTel any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto our liability under this present being, absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
4. We, ... the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the RailTel under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RailTel certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this Guarantee. Unless a demand or claim under the Guarantee is made on us in writing on or before We shall be discharged from all liability under this Guarantee thereafter.

5. We, ... the Bank further agree with the RailTel that the RailTel shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the Agreement or to extend time of to postpone for any time or from time to time any of the powers exercisable by the RailTel against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension to the said Contractor or for any forbearance, act or omission on the part of RailTel or any indulgence by the RailTel to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This Guarantee will not be discharge due to the change in the constitution of the Bank or the Contractor. (Indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RailTel in writing.

Dated the Day of 2026 for (Name of Bank)

In the presence of Witnesses:

Signature With Date	Signature With Date
Name:	Name:
Designation:	Designation:

Encl: SFMS PBG Report

Annexure-06

NON-DISCLOSURE AGREEMENT
(On Non-Judicial Stamp Paper of Rs. 100)

This Non-Disclosure Agreement (this "Agreement") is made and entered into on this _____ day of _____, 20XX (the "Effective Date") at _____.

By and between

RailTel Corporation of India Limited, (CIN: L64202DL2000GOI107905), a Public Sector Undertaking under Ministry of Railways, Govt. of India, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower -2, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as 'RailTel'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of the ONE PART,

And

(_____) (CIN: _____), a company duly incorporated under the provisions of Companies Act _____, having its registered office at _____, (hereinafter referred to as '_____'), which expression shall unless repugnant to the context or meaning thereof, deem to mean and include its successors and its permitted assignees of OTHER PART

RailTel and _____ shall be individually referred to as "Party" and jointly as "Parties"

WHEREAS, RailTel and _____, each possesses confidential and proprietary information

related to its business activities, including, but not limited to, that information designated as confidential or proprietary under Section 2 of this Agreement, as well as technical and non- technical information, patents, copyrights, trade secrets, know-how, financial data, design details and specifications, engineering, business and marketing strategies and plans, forecasts or plans, pricing strategies, formulas, procurement requirements, vendor and customer lists, inventions, techniques, sketches, drawings, models, processes, apparatus, equipment, algorithms, software programs, software source documents, product designs and the like, and third party confidential information (collectively, the "Information");

WHEREAS, the Parties have initiated discussions regarding a possible business relationship for

WHEREAS, each Party accordingly desires to disclose certain Information (each Party, in such disclosing capacity, the "Disclosing Party") to the other Party (each Party, in such receiving capacity, the "Receiving Party") subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the receipt of certain Information, and the mutual promises made in this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

1. Permitted Use.

a) Receiving Party shall:

- i. hold all Information received from Disclosing Party in confidence;
- ii. use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and
- iii. restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving

Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

- b) The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate:
- i. is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party;
 - ii. at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party;
 - iii. is approved for release by written authorization of Disclosing Party; or
 - iv. is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.
- c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

2. Designation.

- a) Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:
- i. written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or
 - ii. oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

3. Cooperation. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.
4. Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby.

Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

5. No Obligation. Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.
6. Return or Destruction of Information.
- a) All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:
- i. termination of this Agreement;
 - ii. expiration of this Agreement; or

- iii. Receiving Party's determination that it no longer has a need for such Information.
 - b) Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.
7. Injunctive Relief: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement
8. Notice.
- a) Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:
 - i. by personal delivery, when delivered personally;
 - ii. by overnight courier, upon written verification of receipt; or
 - iii. by certified or registered mail with return receipt requested, upon verification of receipt.
 - b) Notice shall be sent to the following addresses or such other address as either Party specifies in writing.
RailTel Corporation of India limited:
Attn:
Address:
Phone:
Email.:
Attn:
Address:
Phone:
Email
9. Term, Termination and Survivability.
- a) Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of years from the effective date hereof.
 - b) Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.
 - c) Notwithstanding the foregoing clause 9(a) and 9 (b) , Receiving Party agrees that its obligations, shall:
 - i. In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and
 - ii. not apply to any materials or information disclosed to it thereafter.
10. Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi.
11. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement
12. No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written

agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "Final Agreement"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

13. Settlement of Disputes:

- a) The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or
- b) consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.
- c) In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

14. The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the part

15. CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

16. REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

17. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

18. EMPLOYEES AND OTHERS

Each Party shall advise its Representatives, contractors, subcontractors and licensees, and shall require its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by

such persons or entities.

19. NO LICENSE

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

20. RELATIONSHIP BETWEEN PARTIES:

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

21. UNPULISHED PRICE SENSITIVE INFORMATION (UPSI) agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

22. MISCELLANEOUS.

This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

By: _____	RailTel Corporation of India Limited
Name:	By:
Title:	Name:
	Title:

Witnesses: 1

Witnesses: 2

Annexure 7**Technical Compliance**

Eol Ref. No.: _____ Date: XX-XX-XXXX

Business Associates are requested to mention the details of compliance of technical solution proposed.

S.No.	Scope Item	Specification as per technical Document	Proposed OEM Name	MAF Provided (Yes/No)	Compliance sheet
A	B	C	D	E	F
1	As per Technical Document	As per Technical Document	To be filled by Bidder	To be filled by Bidder	To be filled by Bidder
2					
3					
4					
5					

Signature of Authorised Signatory

Name:

Designation:

This Pre-Bid Agreement (the “Agreement”) is made at New Delhi on this _____ Day of _____(month) 2026.

BETWEEN

M/s. RailTel Corporation Of India Limited, (CIN: L64202DL2000GOI107905) a company registered under the Companies Act 1956, having its registered and corporate office at Plate-A, 6th Floor, Office Block, Tower-2, East Kidwai Nagar, New Delhi India – 110 023 and Northern Regional office at 6th Floor, 3rd Block, Delhi IT Park, Shastri Park, New Delhi - 110053 (hereinafter referred to as “RailTel” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the FIRST PART.

AND

M/s. _____, (CIN: _____) a company registered under the Companies Act 1956, having _____ its registered office at _____ and its Corporate Office located at _____, (hereinafter referred to as “_XXXX_” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the SECOND PART.

RailTel and _____ shall be hereinafter individually referred to as “Party” and collectively as “Parties.”

WHEREAS,

A. RailTel is a "Navratna" CPSU of Ministry of Railways, having exclusive right of way along Indian Railways and has created an OFC backbone and associated transport and network infrastructure to provide carrier class telecom services. RailTel has Unified License issued by DoT to provide a range of telecom services. RailTel also has two tier III certified data Centre's at Secunderabad and Gurugram. RailTel has created a slew of digital services like cloud, hosting, hosted Video Conferencing service, Aadhar Services, Content delivery platform, Wi-Fi as a service etc. RailTel has strong capabilities in managing telecom infrastructure, MPLS network infrastructure, data centre services like IaaS (Infrastructure as a Service) and PaaS (Platform as a Service).

B. (DETAILS OF SECOND PART)

C. RailTel had floated an EOI No: _____ dated _____ pursuant to the RFP floated by End Customer for “_____” for End Customer Organization for agreed Scope of Work”(hereinafter referred as “The said work/project/tender”), and subsequently, based on the offer submitted by M/s _____ towards the RailTel’s EOI, M/s _____ has been selected by RailTel as Business Associate for the said Project.

D. RailTel is in the process of participating in the tender issued by end customer, complete details of which have deliberately not been shared with XXXX and XXXX

has waived its right to get the RFP document of end customer owing to confidentiality concern raised by the end customer. However, a limited scope of work on 'need to know Basis' and as detailed in clause 1.7 below, which will be carried out by XXXX has been shared with XXXX and based on the representation of "XXXX" that "XXXX" has read the said limited Scope of Work and has understood the contents thereof and that "XXXX" has sufficient experience to execute the said limited and defined scope of work, the Parties have mutually decided to form a "Business association" wherein RailTel shall act as the "Bidder" and "XXXX" shall act as the "business associate" in terms of the said Tender and in accordance to the terms agreed hereunder;

E. RailTel shall submit Rupees YYYY as BG against pre integrity pact at the time of submission of bid as an Integrity Pact bank guarantee to end customer and accordingly "XXXX" shall submit Rupees ZZZZ as BG of pre integrity pact on back-to-back basis to RailTel before final submission of the said bid to end customer. (This is applicable on cases to case basis as per CoR requirement. May please read in conjunction of the current RFP.)

F. Party hereby acknowledges that RailTel has received Rs. _____ (Rs. In words) from M/s _____ as per the Terms and conditions of EOI no. _____ dated _____.

G. The Parties are thus entering into this Agreement to record the terms and conditions of their understanding and the matters connected therewith.

RailTel has agreed to extend all the necessary and required support to "XXXX" during the entire contract period.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein it is hereby agreed by and between the Parties hereto as under:

1. SCOPE OF CO-OPERATION

- 1.1 Parties have agreed to form a "business association" to co-operate with each other on an exclusive basis with respect to execution of the said Project.
- 1.2 It has been further agreed between the Parties that Parties shall not bid individually for the said Project nor shall they enter into any arrangement with other parties for the purpose of bidding for the said Project during the validity of this Agreement.
- 1.3 The Parties also agree that the terms of the said EOI for limited and defined scope of work along with the Corrigendum's issued thereafter shall apply mutatis-mutandis to this Agreement.
- 1.4 The Parties further agree that they shall, enter into a 'Definitive Agreement' containing elaborate terms and conditions, role and responsibilities and respective scope of work of this Agreement after declaration of RailTel as the successful bidder of the said Project.
- 1.5 RailTel shall submit the PBG amounting Rs. _____, earnest money deposit/ EMD declaration (whichever is applicable) and performance bank guarantee to End customer and accordingly "_____" shall submit to RailTel, BG amounting to Rs. _____ as the earnest money deposit. Further, _____ shall also pay the performance bank guarantee in proportionate to the extent of its defined scope of work.
- 1.6 RailTel may further retain some portion of the work mentioned in the end organization's RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. _____ agrees, undertakes

and acknowledges that following shall be Scope of Work of _____ out of the total project work.:

2. Technical Terms – As per CoR document

3. TERM AND TERMINATION

- 3.1 This Agreement shall come into force as of the date of signing and shall continue to be in full force and effect till the complete discharge of all obligations, concerning the carrying out of the said Project, except terminated earlier by the Parties in terms of this Agreement or in terms of the said project, whichever is applicable.
- 3.2 This Agreement can be terminated by either Parties forthwith in the event of happening of the following events:
- a) End customer announces or notifies the cancellation of the said Project and / or withdrawing the said RFP.
 - b) The receipt of an official communication that End customer chooses not to proceed with RailTel for the said Project or RailTel is not short listed by End customer.
 - c) Material breach of any of the terms and conditions of this Agreement by either of the Parties and the same is not rectified by the defaulting Party beyond 15 (fifteen) days (or a reasonable time period as mentioned under the notice issued by the other Party) from the date of receipt of notice from the other Party to cure the said breach.
- 3.3 Parties agree and understand that as of the execution of this Agreement they are contractually bound and obligated to perform the services, obligations and the scope of work entrusted, should RailTel be declared as the successful bidder of the said Project. Any Party shall not withdraw its participation subsequent to execution of this Agreement, at any point in time except in case of material breach of any of the terms of the Agreement.
- 3.4 In case "XXXX" breach the terms of Agreement i.e. defaulting party in such case the balance unsupplied quantity or service shall be completed by RailTel i.e. non-defaulting party and cost for completion of that balance unsupplied quantity or service of such defaulting party shall be executed by RailTel at the risk and cost of such defaulting party.

4. Liability:

It is understood that the parties are entering into this pre-bid teaming agreement for requirement of submission of bid against the RFP floated by end customer for Implementation of Network Security System and Integration for end Customer Organization. Parties acknowledge and agree that "XXXX" shall be completely liable for the successful execution of this project, in relation to its defined scope of work (as detailed in clause 1.7 above), fully complying the end customer requirements. Accordingly, it is agreed that notwithstanding anything contained in the RFP document, "XXXX" shall be liable to RailTel with regard to its obligations and liability to complete the agreed and defined scope of work as detailed in clause 1.7 above.

5. EXCLUSIVITY

Parties agree to co-operate with each other for the purpose of the said Project on an exclusive basis with respect to applying for, submitting and execution of the said Project including providing of technical demo, proof of concept for the agreed and defined scope of work.

6. PAYMENT TERMS

The payment terms between the parties shall be only on receipt of payment from end customer.

7. TAXES

Parties agrees that they will comply with the Indian Income Tax Act in force from time to time and pay Indian Income Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the Project under this agreement and any other taxes, cess, surcharge, etc. for their respective scope of works.

8. INDEMNIFICATION

8.1 Parties agree to and undertake to indemnify and hold each other, its officers, directors, agents and employees harmless, from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (including attorney's reasonable fees, costs of investigation and defense) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of the indemnifying party's employees, agents or contractors) based upon:

- i. any breach or contravention of any of the terms, conditions, covenants of this Agreement by the Party;
- ii. Unethical business practices;
- iii. any acts or omission of the Party and/ or any of its employees, agents or contractors, and the liability for damages to property arising from or out of party operations in connection with the performance of this agreement;
- iv. any claim for taxes that might arise or be imposed due to this performance of Services hereunder;
- v. any representation or warranty or information furnished by the Party being found to be false;
- vi. Parties' failure to pay all applicable compensation to its respective personnel;
- vii. death or personal injury to any person;
- viii. destruction or damage to any property by acts or omissions of either Party, its representatives or personnel;
- ix. any violation/non-compliance by the Party with any applicable laws' governmental regulations or orders;
- x. any third-party liability;
- xi. improper handling or misuse of the Confidential Information of the Party(ies) by the Party

8.2 _____ shall be liable to all risks and consequences (including the risk of payments) suffered in the performance of services under the Project and undertakes to indemnify RailTel from and against any non-payments (of RailTel's share payable to RailTel), recoveries and claim from End Customer or any other cost or losses incurred due to default/nonperformance on part of XXXX.

9. COMPLIANCES TO STATUTORY OBLIGATIONS

9.1 Parties shall also obtain and keep in place necessary insurance policies, Medclaim policies, group insurance schemes of adequate value to cover their workmen, supervisors, etc. with regard to any accidents, injury or the

liability under the Employee Compensation Act.

9.2 Parties shall observe and be responsible for the compliance of all labour laws (including labour Cess) as per government notifications and shall maintain necessary records for the same and shall submit the same to RailTel when so required.

9.3 Parties shall duly maintain all records / registers required to be maintained by them under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

10. LEGAL STATUS

This Agreement constitutes a contractual relationship and shall relate solely to the Project and shall not extend to other activities or be construed to create a corporation, body corporate, partnership or any other form of legal entity.

11. REPRESENTATIONS AND COVENANTS

11.1 Each Party represents and warrants to the other Party as follows:

11.1.1 That it has full capacity, power and authority and has obtained all requisite consents and approvals to, enter into and to observe and perform this Agreement and to consummate the transactions contemplated hereunder. Each of the Persons / personnel executing this Agreement on behalf of the each of the Parties have full capacity and authority to sign and execute this Agreement on behalf of the respective Parties;

11.1.2 The execution, delivery and consummation of, and the performance by it, of this Agreement shall not conflict with, violate, result in or constitute a breach of or a default under, (a) any contract by which it or any of its assets or properties, are bound or affected, and/or (b) its constitutional documents;

11.1.3 This Agreement constitutes its legal, valid and binding obligations, enforceable against it, in accordance with their terms under Applicable Statutory Law(s);

11.1.4 It has the right, authority and title to execute this Agreement;

12. SUBCONTRACTING BETWEEN PARTIES

If a Party subcontracts certain supplies or services pertaining to its scope of work to the other party, then the resulting relationship between such parties shall be governed by a separate subcontract. This Agreement shall not in any way be affected thereby except as stated otherwise in this Agreement

13. GOVERNING LAW AND JURISDICTION

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of India. The Parties hereby submit to the exclusive jurisdiction of the Indian courts at Delhi only.

14. GOOD FAITH NEGOTIATION AND DISPUTE RESOLUTION

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

15. FORCE MAJEURE

“Force Majeure Event” shall mean any event beyond the reasonable control of the affected Party including acts of God, fires, earthquakes, strikes, pandemic, epidemics, lock down, and labor disputes, acts of war or terrorism, civil unrest, economic and financial sanctions, or acts or omissions of any Governmental Authority occurring on or after the Signature Date.

No Party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with, due to a Force Majeure Event.

The Party affected by Force Majeure Event shall promptly inform the other Party in writing and shall furnish within 30 (thirty) days thereafter, sufficient proof of the occurrence and expected duration of such Force Majeure Event. The Party affected by Force Majeure Event shall also use all reasonable endeavor to mitigate the negative effects of such Force Majeure Event on such Party's ability to perform its contractual obligations. In the event of a Force Majeure Event, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavors to minimize the consequences of such Force Majeure Event.

The occurrence of a Force Majeure Event shall however, not relieve a Party of any obligation to pay any sum due under this Agreement prior to the occurrence of the Force Majeure Event.

If the Force Majeure lasts for more than 6 (six) months, the Parties may mutually decide in writing on the future course of action with respect to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Each Party shall remain the sole owner of all industrial or intellectual property rights, Technical Data, Know-How, designs, specifications and the like, generated or acquired before the signature, or beyond the scope of this agreement.

16.2 Each Party shall remain the sole owner of all industrial or intellectual property rights, technical data, know-how, design specifications and the like generated solely by that Party during the course of the performance of this agreement and shall not be free to use it by the other party and if the other party uses that intellectual property rights prior permission shall be taken with paying necessary fees for such rights.

16.3 In case of joint development, the work-share and associated ownership of intellectual property of each Party shall be mutually agreed upon and defined in advance in the definitive agreement for the specific program. However, should any invention be jointly made by the Parties in the performance of this agreement, without neither Party being in a position to reasonably claim the ownership of said intellectual property right, the said right shall be jointly owned by the Parties and the corresponding measures of protection for both Parties of the said right as may be practicable shall be mutually agreed by both Parties and cost for such registration of such right shall be borne by the parties proportionately as per the ownership of the rights.

16.4 As on date, Parties confirms that there are no infringements of any Intellectual Property Rights of the products contemplated under this agreement, in accordance with the laws prevailing in the country.

16.5 The Parties undertake and confirm that the Technology / Knowhow / Design owned by each of them and intended to be put into use for execution of various Projects pursuant to this agreement has been originally developed by each of such Parties. The Parties are entitled to all the Intellectual Property Rights in Technology / Knowhow / Design intended to be put into use for execution of various Projects and no third-party Intellectual Property Rights have been put into use either in their original or modified form without proper authorisation of such third party. The Parties further vouchsafes that the foregoing undertaking is actuated by truth and accuracy and no misrepresentation is being put into use for inducing each other to enter into this agreement.

17. CONFIDENTIALITY

17.1 During the term of this agreement, either party may receive or have access to technical information, as well as information about product plans and strategies, promotions, customers and related non-technical business information which the disclosing party considers to be confidential ("Confidential Information as per RFP tender document"). In the event Confidential Information is to be disclosed, the Confidential Information must be marked as confidential at the time of disclosure, or if disclosed orally but stated to be confidential, and be designated as confidential in writing by the disclosing party summarizing the Confidential Information disclosed and sent to the receiving party within thirty (30) days after such oral disclosure.

17.2 Confidential Information may be used by the receiving party only with respect to the performance of its obligations under this Agreement, and only by those employees of the receiving party and its subcontractors who have a need to know such information for purposes related to this Agreement, provided that such subcontractors have signed separate agreements containing substantially similar confidentiality provisions. The receiving party must protect the Confidential Information of the disclosing party by using the same degree of care to prevent the unauthorized use,

dissemination or publication of such Confidential Information, as the receiving party uses to protect its own confidential information of like nature.

17.3 The obligations are not applicable to any information which is:

- 17.3.1 Already known by the receiving party prior to disclosure;
- 17.3.2 Publicly available through no fault of the receiving party;
- 17.3.3 Rightfully received from a third party without being responsible for its confidentiality;
- 17.3.4 Disclosed by the disclosing party to a third party without being responsible for its Confidentiality on such third party;
- 17.3.5 Independently developed by the receiving party prior to or independent of the disclosure;
- 17.3.6 Disclosed under operation of law;
- 17.3.7 Disclosed by the receiving party with the disclosing party's prior written approval.

17.4 _____ agrees and acknowledges that _____, its Partners, employees, representatives etc., by virtue of being associated with RailTel and being in frequent communication with RailTel and its employees, shall be deemed to be "Connected Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulations, 2015 and shall be bound by the said regulations while dealing with any confidential and/ or price sensitive information of RailTel. _____ shall always and at all times comply with the obligations and restrictions contained in the said regulations. In terms of the said regulations, _____ shall abide by the restriction on communication, providing or allowing access to any Unpublished Price Sensitive Information (UPSI) relating to RailTel as well as restriction on trading of its stock while holding such Unpublished Price Sensitive Information relating to RailTel

17.5 Notwithstanding anything contained in this agreement, _____ undertakes, agrees and acknowledges that being RailTel's Business Associate, _____ shall maintain utmost confidentiality in relation to said Project. _____ further, undertakes that any information relating to said Project which is or will be disclosed/ divulged by RailTel on need-to-know basis, will be received and treated by _____ strictly confidential and _____ shall not, without the prior written consent of the RailTel or as expressly permitted herein, disclose or make available to any other person such information.

18. NOTICES

Notices, writings and other communications under this Agreement may be delivered by hand, by registered mail, by courier services or facsimile to the addresses as set out below:

To RailTel Corporation of India Limited

To: RailTel Corporation of India Ltd., Kind Attn: General Manager-Value Added Business

Address: Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 Tel No.: +91 11 22900600, Email: a.chandel@railtelindia.com

To _____

To: _____

Kind Attn: _____ Address: _____
Mob. No.: _____ Email: _____

19. AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

20. PRIOR UNDERSTANDING

This Agreement contains the entire Agreement between the Parties to this Agreement with respect to the subject matter of the Agreement, is intended as a final expression of such Parties' agreement with respect to such terms as are included in this Agreement is intended as a complete and exclusive statement of the terms of such agreement, and supersedes all negotiations, stipulations, understanding, Agreements, representations and warranties if any, with respect to such subject matter, which precede or accompany the execution of this Agreement.

21. GENERAL

- 21.1 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the Parties here to and their respective legal successors.
- 21.2 Counterparts: This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be original and all of which together shall constitute the same Agreement.
- 21.3 Non-Partnership:
 - 21.3.1 This Agreement shall be on a principal-to-principal basis and shall not create any principal-agent relationship between the Parties.
 - 21.3.2 Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or otherwise entitle either Party to have an authority to bind the other Party for any purpose.
- 21.4 Severability: In the event any provision of this agreement is held invalid or un-enforceable by a court of competent jurisdiction, such provision shall be considered separately, and such determination shall not invalidate the other provisions of this agreement and annexure/s which will be in full force and effect.
- 21.5 Waiver: A failure by any Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time.
- 21.6 Time is of essence: Time is the essence of this agreement and the Parties herein agree and acknowledge to abide by the same.

22. Miscellaneous

- 22.1 No Party to this agreement will have any rights or obligations arising from or in relation to this agreement in excess of those rights and

obligations expressly declared herein.

- 22.2 No Party to this agreement is entitled to sell, assign or otherwise transfer any of its rights and/or obligations arising from or in relation to this agreement to any third party, without the prior written consent of the other Party of this agreement.
- 22.3 Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and undertakings. Neither Party shall present itself as the representative or agent of the other Party, nor shall it have the power or the authority to commit the other Party, unless it receives the other Party's prior written consent.
- 22.4 No release shall be made by any Party to the news media or the general public relating to this agreement and/or the subject matter thereof without prior written approval of the other Party.
- 22.5 During the term of this agreement, each party shall refrain from taking any action or attempt to take any action with the intent of impairing or causing prejudice to the business relationship, whether existing or prospective that subsists between the other party and its customers and business partners. Each party shall also desist from inducing or influencing or attempting to induce or influence any customer or business partner, whether existing or prospective of the other party, resulting into prejudice or detriment to business prospects of the other party.

Furthermore, Parties shall not compete with or cause detriment to the business prospects of each other by making use of confidential information, whether in its embodied or disembodied form, shared pursuant to this agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

For RailTel Corporation Of India Limited

Authorised Signatory

Name:

Designation:

In Presence of witness:

Signature:

Name:

Address:

For _____

Authorised Signatory

Name:

Designation:

Signature:

Name:

Address:

*Note: Pre-Bid Agreement shall be signed with the L1 bidder.

Annexure 09

EMD BANK GUARANTEE FORMAT

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") has submitted his Bid dated _____ [date] Selection of Implementation Partner from RailTel Empaneled Business Associate for exclusive ARRANGEMENT for the work of "....." [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____

[name of bank] of _____

_____ [name of country] having our registered office at _____

(Hereinafter called "the Bank") are bound unto RailTel Corporation of India Limited., Plate-A, 6th Floor, Office Tower-2, NBCC Building, East Kidwai Nagar, New Delhi-110023 [name of Employer] (hereinafter called "the Employer") in the sum of Rs. xxxxxx (Rupees **in words** only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;

or

(2) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

a) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

or

c) does not accept the correction of the Bid Price;

we undertake to pay to the Employer up to the above amount upon receipt of his first written

demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____

*

days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[Signature, name, and address]* _____ days after the end of the validity period of the Bid.

Annexure 10**Surety Bond for BID Security**

No.....

Dated:.....

1. In consideration of you, * *, (hereinafter referred to as the "RCIL", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of (a company registered under Companies Act, 1956/2013) and having its registered office at New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the** ** Project on (Hereinafter referred to as "the Project") pursuant to the RFP Document dated Issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Surety Insurer") having our registered office at and one of its branches at ... (hereinafter referred to as the "Surety Insurer"), at the request of the Bidder, do hereby in terms of Clause no. *****of the EOI Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the EOI Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the "RCIL" an amount of Rs. ** ** (Rs. ** **only) (hereinafter referred to as the "Surety Bond")) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the "RCIL" stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer.
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protestant without any reference to the Bidder or any other person and irrespective of whether the claim of the "RCIL" is disputed by the Bidder or not, merely on the first demand from the "RCIL" stating that the amount claimed is due to the "RCIL" by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. ** ** (Rupees** ** only).
4. This Surety Bond shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date Inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.

5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by certified e-mail to the Surety Insurer at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name Surety Insurer along with branch address) and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.
11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the RCIL in writing.
12. The Bank Surety Insurer that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full

power to execute this Surety Bond for and on behalf of the Surety Insurer.

13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. *** crore (Rupees *** *** crore only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the BID Due Date)].
14. This Surety Bond shall also be operatable at our Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Surety Bond shall be verified from the branch concerned/ specific portal created for this purpose.

Signed and sealed this day of, 20.....at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- i. The Surety Bond should contain the name, designation and code number of the officer(s) signing the Surety Bond.
- ii. The address, telephone number and other details of the head office of the insurance company as well as of issuing branch should be mentioned on the covering letter of issuing branch

Annexure 11**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the BA) **

I _____ (Name and designation)** appointed as the attorney/ authorized signatory of the BA (including its constituents), M/s _____ (hereinafter called the BA) for the purpose of the EOI documents for the work of _____ as per the EOI No. _____ of _____ (RailTel Corporation of India Limited), do hereby solemnly affirm and state on the behalf of the BA including its constituents as under:

1. I/we the BA (s), am/are signing this document after carefully reading the contents.
2. I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the EOI documents from RailTel website www.railtelindia.com. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EOI document. In case of any discrepancy noticed at any stage i.e., evaluation of EOI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the BA)** and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT

SEAL AND SIGNATURE OF THE BA

VERIFICATION

I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE OF THE BA

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.

Annexue-12

Scope of Work:

Sub: Selection of Business Partner from RailTel's Empaneled Partners for Exclusive Pre-Bid teaming arrangement for Procurement of Merchant Soundboxes under Capex Model for a customer of RailTel on back-to-back basis.

1. This includes the scope of work along with detailed items/specifications as per Customer Tender Reference Number: GeM Tender ID: GEM/2026/B/7087395 & Corrigendum (if any)).
2. Detailed specifications covering all the aspects/components related to the above scope of work must be referred with the customer floated tender. The supplied equipment under the above scope of work will be at par with the market standards and specifications mentioned in the annexure. The warranty of the Equipment will be as per the requirement from the date of the supply.
3. Selected Bidder shall exercise all reasonable skill, care and diligence in the discharge of its duties under this Work Order.
4. Confidentiality: Selected Bidder (L1 bidder) shall treat all the information provided by RailTel/IPPB confidential and shall also ensure the security and confidentiality of information, documents, records, software, data, reports, deliverables etc. handled during the entire work period and subsequently. The above information shall not be shared without written approval of RailTel/IPPBs.

Annexure -13

CONTRACT AGREEMENT
(On Stamp paper of Rs. One hundred)

(CA No.)

This AGREEMENT is made at <Location of RailTel Office> on this day of _____ Two Thousand and Twenty Five by and between RailTel Corporation of India Limited (A Govt. of India Undertaking) having its Registered & Regional office at Plat-A, 6th Floor, Office Block-II, East Kidwai Nagar, New Delhi-110023, acting through GM/VAB or his authorized representative (hereinafter referred to as 'RailTel', which expression should unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the one part;

And _____ having its registered office at _____ acting in the premises through..... (hereafter referred to as "Business partner", which expression should unless repugnant to the context or meaning thereof include its successor and permitted assigns) of the other part.

Whereas in response to a call for EOI by RailTel for the work of "....." for RailTel Corporation of India Limited as per EOI papers at Annexure 'A' read with Corrigendum..... issued by RailTel hereto, the Business partner has submitted offer letter as per Annexure 'B' hereto

AND WHEREAS the said Tender of the Business partner has been accepted for the work of "....." for RailTel Corporation of India Limited as per copy of Letter of Acceptance of Tender No._____ dated_____ complete with enclosures at the accepted rates and agreed deviations from tender papers as per Annexure-C hereto at contract value of Rs._____(Rupees_____ Only) duly accepted by the Business partner.

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser (RailTel) to the Business partner provided for herein, the Business partner shall supply all equipment and materials and execute and perform all works for which the said EOI of the Business partner has been accepted strictly according to the various provisions in Annexure 'B' and 'C' hereto and upon such supply, execute and performance to the satisfaction of the purchaser (RailTel) and the purchaser (RailTel) shall pay to the Business partner at the rates accepted as per the said Annexure 'C' and in terms of the provisions therein.

IN WITNESS whereof both the parties have hereunto set and subscribed their respective hands and/or seals on the day and year respectively mentioned against their respective signatures.

Signed and delivered by Shri _____ for and on behalf of RailTel Corporation of India Ltd. in the presence of:

1. Signatures
Date
Name in Block Capitals
Address:
2. Signatures
Date
Name in Block Capitals
Address:

Signed and delivered by Shri. _____ for and on behalf of _____ in the presence of :

1. Signatures
Date
Name in Block Capitals
Address:
2. Signatures
Date
Name in Block Capitals
Address:

Annexure 'A' : Tender Document No..... with Corrigendum(s), if any.
Annexure 'B' : Contractor's offer letter.
Annexure 'C' : Letter of Acceptance/Purchase order No..... with all enclosures.
Annexure 'D' : Copy of Performance Bank Guarantee (PBG)

Annexure-14**Bidder Profile**

To,

General Manager (VAB),
 Plate-A, 6th Floor, Office Tower-2,
 NBCC Building, East Kidwai Nagar, New Delhi-110023

i)	Name and Address of the Bidder		
ii)	Name of Authorised Signatory of the Bidder Phone No. Mobile No. Email Id.		
iii)	Certificate of Incorporation		
iv)	Total Annual Financial Turnover from Examination based projects	FY 2021-22	
		FY 2022-23	
		FY 2023-24	
		FY 2024-25	
v)	PAN No.		
	GST Registration No. (UP)		
vi)	Quality Certification No / License if any		
	Details of Issuing Authority		
	Validity of Certificate		
vii)	Bank Detail for RTGS/NEFT		
viii)	Details of Earnest Money Deposit (EMD) (No., Date, Bank, Amount etc.)		
viii)	Details of Tender Fee Deposit (No., Date, Bank, Amount etc.)		

Signature of Authorised Signatory

Name:

Designation:

Annexure-15**Format for Power of Attorney****POWER OF ATTORNEY**

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project _____ (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 2026

(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure 16**Insurance Surety Bond for Performance Security (PBG)**

RailTel Corporation of India limited

(Address)

Date:.....

Name of the issuer of surety bond

Surety Bond No

Issue Date:.....

Amount of Bond:.....

Expiry Date:.....

WHEREAS:

- A. (name and address of contractor) (herein after called the contractor) and (name and address of RCIL) have entered into an agreement (herein after called the “ agreement”) for the - (name of work) subject to and in accordance with the provision of the agreement.
- B. The agreement requires the contractor to furnish a Performance Security for due and faithful performance of its obligation, under and in accordance with the agreement/contract/Purchase order, during the (project duration/warranty period/AMC period)(as defined in the contract/agreement) in as sum of Rs.----- (Rupees crore only) (The SURETY BOND Amount).
- C. We, ----- through our branch at (surety Insurer) have agreed to furnish the guarantee (herein after called the surety Bond)by way of Performance Guarantee.

WHEREAS, we , (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety), have, at the request of the M/s. XXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the RailTel any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the RailTel on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the contractor or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the RailTel, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the RailTel.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by RailTel without any reference to the contractor

and without the RailTel being required to show grounds or give reasons for its demand or the amount demanded.

5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the RailTel and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Surety Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety Insurer agrees that the RailTel right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the RailTel or the Bond is released by RailTel before the Expiry date.
10. The Surety Insurer agrees that its obligation to pay any amount demanded by the RailTel before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety Insurer and RailTel hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety Insurer hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the RailTel. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Railtel shall be the sole judge to decide as to whether the contractor is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the RailTel and the contractor or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Surety Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the RailTel available with the RailTel. The Surety, under this Bond, shall be deemed as Principal Debtor of the RailTel.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed XXXX (Rupees XXXXX Only).

- b. This Surety Bond shall be valid up to XXXX (being the date of expiry);
- c. Unless the Insurance Company is served a written claim or demand on or before XXXX [date of expiry) all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2026

15. The Insurance Surety Bond shall be verified by sending mail to [email id of Surety Insurer]

Place..... Surety Insurer's Seal and authorized signature(s)

[Name in Block letters]
[Designation with Code No.).....
[P/Attorney] No.

Witness:

- 1.
- 2.

Annexure 17

SELF-DECLARATION - NON-BLACKLISTING
(On Non-Judicial Stamp Paper of INR 100/- duly attested by the Notary Public)

To, General Manager (VAB),
Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar, New Delhi-110023

Sir,

In response to the EOI no. Dated....., I/we hereby declare that presently our company/ Firm..... is having unblemished record and is not declared ineligible or blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Govt. /State Govt. / Semi-Govt. / PSU/ University/ Educational Institutions/ Organization/ or Court of Law or by eve as on date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid if any, to the extent accepted may be cancelled.

Date: .

Signature.....
Name of Bidder:

India Post Payments Bank

Procurement of Merchant Soundboxes under Capex Model



इंडिया पोस्ट
पेमेंट्स बैंक

India Post
Payments Bank

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Common terms of reference / definition

Sr	Definitions of some common terms & Abbreviations	
1)	Bank	India Post Payments Bank
2)	DoP	Department of Posts
3)	Bidder / Respondents	Applicants applying for this RFP and are interested in providing the product / services as per the RFP document.
4)	Document	Refers to this RFP document
5)	Contract / Agreement	Refers to the master services agreement (including service agreements, terms, and conditions etc.) to be signed between IPPB and the selected bidder
6)	Proposal / Bid / Application / Tender / Offer	Refer to the bid submitted by the bidder in response to the RFP herein.
7)	User	Refer to the Bank employees and other identified personnel
8)	Intellectual property Rights	Shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing)
9)	RFP	Request for Proposal
10)	Contractor /Supplier /Vendor	Final successful Bidder to whom the contract will be awarded
11)	EMD	Earnest money deposit
12)	CBS	Core Banking Solution
13)	OEM	Original Equipment Manufacturer
14)	SLA	Service Level Agreement
15)	MoU	Memorandum of Understanding
16)	IST	Indian Standard time GMT + 5:30
17)	INR / Rs	Indian Rupee
18)	PBG	Performance Bank Guarantee

Section I: Notice Inviting Tender (NIT)

1. Introduction

1.1 Notice Inviting Tender (NIT)

India Post Payments Bank, (hereinafter referred to as 'IPPB' or 'Bank' or 'Procuring organization' or 'Bank') through the Head of Procurement of the Bank, invites bids for entering into a contract for the supply of Merchant Soundboxes under Capex Model. This Tender Document reference number, Tender No./ (as mentioned in GEM bid document) (hereinafter referred to as 'the Tender Document'), gives further details.

1.2 Tender Inviting Authority:

Head of Procurement Department of IPPB

1.3 Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'RFP Summary' appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to RFP SUMMARY as well. Bidders must go through the Tender Document for details before submission of their Bids.

1.4 Availability of the Tender Document

The Tender Document shall be published as specified in RFP summary sheet. The tender may be downloaded by the bidders from the eProcurement portal (as specified in 'RFP summary') and also published on the IPPB Website (www.ippbonline.com). It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in RFP SUMMARY. Unless otherwise stipulated in RFP SUMMARY, the downloaded Tender Document is free of cost. If the Bank happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in RFP summary).

1.5 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically to the Contact Person as mentioned in RFP summary, provided the questions are raised before the clarification end date mentioned in RFP summary. The Bank reserves the right to extend the deadline for Prebid meeting date and/or clarification end date.

1.6 Pre-bid Meeting:

If so indicated in RFP summary, Bidders are requested to attend a Pre-bid meeting for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid meeting is not mandatory. If a bidder does not

participate or submit any query, then in general, no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

Bank reserves the right to consider the queries received after stipulated timelines. However, this shall not be binding on the Bank.

2. Eligibility Criteria for Participation in this Tender

- a. Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility/Pre-Qualification criteria'. Bidder should meet the eligibility criteria as on the Original date of the bid submission and should continue to meet these till the award of the contract and further during the entire tenure of the contract.
- b. In addition, the bidder must fulfil any other additional eligibility condition/ Technical criteria, if any, as may be prescribed, in RFP SUMMARY or elsewhere in Tender Document.
- c. The bidder(s) must provide such evidence of their continued eligibility to the Bank, if so requested.
- d. The bidder (s) from specified countries having land borders with India (but not in development partnership with India) shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in [Annexure 2 – Self Declaration](#)
- e. If RFP SUMMARY declares this to be a procurement process for the second stage of two- stage after shortlisting qualified bidders in the EoI/ First stage, then only the bidders shortlisted/ qualified in the first stage shall be eligible to participate.

3. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Bank reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.). Bidder to refer RFP summary sheet for applicability of such policies in RFP summary sheet.

4. Submission of Bids:

- a. Bids must be uploaded till the deadline for submission mentioned in RFP SUMMARY. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- b. No manual Bids shall be made available or accepted for submission. Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- c. Bidder must furnish EMD, if applicable as detailed in the RFP Summary. Bidders exempted from EMD submissions as per tender provisions, must furnish Bid Securing Declaration (BSD) in lieu of EMD, as per specified format annexed with the tender document. EMD/ BSD shall be drawn in favor of the authority stipulated in RFP SUMMARY. A self-attested scan of the EMD/ BSD should be uploaded along with bids. Bids not complying with these provisions shall be rejected. The hard copy

of the same will have to be submitted directly IPPB at the above-mentioned address within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the bidder.

- d. Integrity Pact: If applicable as per the RFP summary, all Bidders shall have to sign the Integrity Pact with the Bank as per format annexed with the tender document for 'Integrity Pact'.

5. Bid Opening

Bids received shall be opened online at the specified date and time given in RFP summary. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

6. Disclaimers and Rights of Bank

The issue of the Tender Document does not imply that the Bank is bound to select bid(s), and it reserves the right without assigning any reason to

- a. reject any or all of the Bids, or
- b. cancel the tender process; or
- c. abandon the procurement of the Goods; or
- d. issue another tender for identical or similar Goods

RFP Summary Sheet

Name of the procuring organization	India Post Payments Bank Limited
Tender Reference Number	As published in GEM bid document
Tender Type & Category	OTE, Goods
No. of Covers	Two
Bidding System	Single Stage
Integrity Pact	Applicable
e-Reverse Auction (Yes/No)	Yes
Evaluation of financial bids	TCO basis
EMD Amount (Refundable)	Nil
Account number for Depositing EMD /PBG For other modes of submission of EMD, please refer relevant section in tender document.	Name: India Post Payments Bank Limited A/c No.: 36071473569 IFSC: SBIN0000691 Bank: State Bank of India, Parliament Street, New Delhi
Tender Inviting Authority & Address	Head of Procurement Department, 110001, INDIA POST PAYMENTS BANK LTD, 2ND FLOOR SPEED POST CENTRE, BHAI VEER SINGH MARG
Inspection type (If Applicable)	NA
Consignee Details	Sr Manager (Procurement) 110001, INDIA POST PAYMENTS BANK LTD, 2ND FLOOR SPEED POST CENTRE, BHAI VEER SINGH MARG
Date of issue of the RFP	As per GEM Bid document.
Bid Validity	90 Days
Pre-bid meeting date	N.A.
Last date to seek clarification	N.A.
Last Date and Time for RFP submission / upload of bids	As per GEM Bid document.
Date and time for opening of Bids	As per GEM Bid document.
Date & Time for opening of Financial Bids	To be opened online on GEM portal.
MSE Purchase Preference	No
MII purchase Preference	Yes
Minimum Local content for eligibility to participate in Bid.	Minimum Local content for eligibility -20% (i.e. Class II)
e-Procurement portal details, Link & Helpdesk	GEM portal (https://gem.gov.in/) Email: helpdesk-gem@gov.in Toll Free Numbers (Inbound): 1800-419-3436 / 1800 1023436
Primary point of contact for the RFP	
Name: Devesh Arya Designation: Senior Manager, Procurement Email: devesh.a@ippbonline.in	

Place of Pre-bid meeting	Not Applicable
Address for Communication	India Post Payments Bank Ltd. 2 nd Floor, Speed Post Centre Building Bhai Veer Singh Marg, Gole Market New Delhi- 110001.

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Section II: Instructions to Bidders (ITB)

1. The Tender Document

1.1 Introduction

India Post Payments Bank Limited ('IPPB') is a company incorporated and registered under Companies Act, 2013 and a payments Banking company registered under section 22 (1) of the Banking Regulation Act, 1949 duly licensed by Reserve Bank of India. IPPB is engaged in conducting Banking and payments business providing services to retail and corporate customers. IPPB has its Registered Corporate Office at Speed Post Center, Bhai Veer Singh Marg, New Delhi – 110 001.

The Bank has pan-India presence with around 650 Banking outlets/branches which are connected to approx. 1.55 lakh Post offices which will act as access points for the Bank and its customers. Around 1.5 lakh micro-ATMs are distributed to Postal staff for carrying out business of IPPB. The Bank has also been at the forefront of technology adoption to enable best-in-class customer service to its customers. All branches and access points including the Micro ATMs with all the GDS / Postman are under Core Banking Solution (CBS).

The Bank is in process to procure Merchant Soundboxes under Capex Model as per scope of this document. Selection will be made based on the method as described in the following sections after meeting the eligibility criteria.

The 'Tender Document' details the terms and conditions for entering into a contract for the supply of the Goods as detailed in Section III, Schedule A - Scope of Work and Technical Specification Sheet. Bidders must go through the entire Tender Document for further details. RFP summary is appended to Section I: Notice Inviting Tender (NIT).

1.1.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

1.1.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Bank.

1.1.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided in documentary or any other form, directly or indirectly, by the Bank or any of its employees or associated agencies.

1.1.4 Regarding Tender Document:

- a) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting

the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Bank, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

- b) The Bank, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

2. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in [Annexure 2- Self Declaration](#). A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Bank regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who:
 - a. are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or
 - b. would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Tender process and execution of the Contract.

3. Bid Prices, Taxes and Duties

3.1 Prices

3.1.1 Competitive and Independent Prices

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

3.1.2 Undue profiteering

- i. **Controlled Price, if any or MRP:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Goods, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry. In any case, save for special reasons stated in the bid, if any, the price charged shall not be higher than the Maximum Retail Price (MRP).
- ii. **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Bank either to revise the price at any stage to bring it in conformity with the sub-clause (i) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

3.1.3 Price Components

- i. Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
- ii. **The break-up of Prices based on Origin of Goods:** The quoted prices for Goods offered from India and those offered from abroad should be indicated separately in the applicable Price Schedules. The prices in the corresponding price schedule shall be entered separately in the following manner:
 - a) **Domestic Goods:** For Goods offered indigenously, the prices in the corresponding price schedule shall be entered separately in the following manner:
 - (i) The price of the Goods, incidental Works/ Services (as applicable and mentioned in the price bid format), must be quoted on F.O.R destination basis as stipulated under Scope of Work/Annexure for Unpriced Bid. It shall be assumed to include all taxes and duties like GST, customs duty, etc. already paid or payable on the components and raw material used in the manufacture or assembly of the Goods or on the previously imported

Goods of foreign origin.

- (ii) GST/Any other tax, which shall be payable on the Goods in India if the contract is awarded.

b) **Foreign Goods:** For Goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- (i) The price of Goods quoted FAS/ FOB port of shipment or CIF port of entry in India or CIF specified place of destination in India as indicated in the Schedule of Requirements.
- (ii) Wherever applicable, the amount of customs duty on the Goods to be imported.
- (iii) The charges for inland transportation, insurance, and other local costs incidental to the delivery of the Goods from the port of entry in India to their final destination, as stipulated in the Schedule of Requirements. and
- (iv) The charges for incidental Works/ Services, as and if mentioned in the Schedule of Requirements, showing break-up as per their country of origin.
- (v) Unless otherwise explicitly indicated in the contract, the terms FOB, FAS, CIF etc. for imported Goods offered from abroad shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- (vi) The need for an indication of all such price components by the Bidders, as required in this clause is for comparison of the Bids by the Bank and shall no way restrict the Bank's right to award the contract on the selected Bidder on any of the terms offered.

3.1.4 Annual Maintenance Contract (AMC)

If so stipulated in RFP SUMMARY/ SCC, the Bidders shall quote Annual Maintenance Contract (AMC)/ATS (Annual Technical Support), as the case may be, for the period defined in the relevant clause of this tender document. If not specified under the scope of work, bidder should mention the maintenance schedule under the AMC and other details of spares to be used in such preventive maintenance. The terms & conditions of AMC must specify the maximum down time and maximum response time. The total of AMC charges for the contract period shall include the cost of spares & services used in AMC/ATC, as the case may be and such AMC charges shall be at the F.O.R. destination price mentioned in the tender document for the equipment for comparative evaluation of offer. However, Bank shall retain their rights to enter or not enter into such an AMC contract with the successful bidder/ contractor after completion of original contract period. The provision for this clause for AMC/ATS will also be applicable for original contract duration in case of composite contract (i.e. 1 Yr of warranty & 4 years of AMC/ATS OR 3years of warranty & 2 years of AMC/ATS or any other combination as specified in SCC)

3.1.5 Insurance

Unless otherwise specified in RFP SUMMARY/SCC, the bidders shall quote their financial bids inclusive of cost of Insurance of the consignment of the equipment and spares upto the ultimate consignee.

3.1.6 Incidental Works/ Services

- a) If so stipulated in RFP SUMMARY/ SCC, the Bidders shall provide the specified

incidental works/ services (e.g., Installation, Commissioning, Training of Operator etc.). The Bidders may quote separate prices for these. Otherwise, it shall be assumed to be included in the prices of the main equipment price.

- b) The indication of such price components is to compare the Bids and shall not restrict the Bank's right to award the contract on any terms offered.

3.1.7 Price Schedule

- a) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
- b) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Goods to be supplied, location of the bidder, location of the consignee(s), terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour of the bidder's country and in India.

3.1.8 Provisions of GST

- a) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.

3.1.9 Currencies of Bid and Payment

- a) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- b) Where the Tender Document permits quotations in different currencies, then, for domestic Goods, prices shall be quoted in Indian rupees only,
- c) Regarding price(s) for incidental Works/ Services, if any required with the Goods, the same shall be quoted in Indian Rupees if such Works/ Services are to be performed/ undertaken in India.

3.1.10 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

3.1.11 Firm Price

Unless otherwise stipulated in the tender document, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

3.2 Goods and Services Tax (GST)

3.2.1 GST Registration Status:

- i. All the bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.
- ii. **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of the vertical

concerned with the supply and service involved, as per the scope of Schedule of Requirements and Price Schedule to be quoted. If the supply/ service provided is from multiple states, the bidder should mention GST registration numbers for each state separately.

- iii. **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- iv. **Exemption from Registration:** If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (DIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Bank directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Bank within 15 days from the date of becoming liable to registration under GST.

3.2.2 HSN Code and GST Rate:

- i. HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for the goods being offered by them.
- ii. As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.
- iii. If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each cost element and quote GST in '%' inclusive of cess.
- iv. If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Bank.
- v. In the case of imported goods, the relevant GST rules or any other applicable tax and duties shall apply as per law.

4. Payments

4.1 Term

Unless otherwise stipulated in SCC, Payment terms laid down in clause shall be applicable.

Due payment shall be released within 60 days for of receipt and acceptance of the supplies. In case of MSE bidders, the due payment shall be released within 45 days for of receipt and acceptance of the supplies.

Payment shall be released only upon the submission of original invoice(s)/digitally signed tax invoice(s).

The payments shall be made in the manner as per Bank's payment procedures. Payment will be

made through EFT mode only.

4.2 No Advance Payments

No advance payment of any type (Mobilization, secured advances etc.), shall be made by the Bank to the contractor. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

5. Downloading the Tender Document; Corrigenda and Clarifications

5.1 Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in RFP SUMMARY. The Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

5.2 Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Bank may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. Without any liability or obligation, the Bank may send intimation of such corrigenda/ addenda to bidders who have attended prebid meeting/ submitted Prebid. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Bank may suitably extend the deadline for the bid submission, as necessary. After the Bank makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of bid submission. Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted.

5.3 Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in RFP SUMMARY, provided the clarifications are raised before the clarification end date mentioned in RFP SUMMARY.

The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Bank through an Addendum/ Corrigendum issue under the sub-clause above.

6. Pre-bid Meeting

- a. The prospective bidders interested in participating in this tender may attend a Pre-bid meeting to clarify techno- commercial conditions of the Tenders at the venue, date and time specified therein. Participation in the Pre-bid meeting is restricted to prospective bidders who have submitted authorization letter as per relevant format available in the tender document.
- b. Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the

- Pre-bid meeting or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.
- c. The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid meeting are also mentioned in the RFP SUMMARY.
 - d. Delegates participating in the Pre-bid meeting must provide an authorization letter as per the format in Format prescribed in [Annexure -6](#); else, they shall not be allowed to participate. The mode of pre-bid meeting (Online/Physical) will be as mentioned in RFP summary.
 - e. After the Pre-bid meeting, responses of Prebid queries along with corrigendum (if any) shall be issued and this shall form part of the Tender Document.

7. Preparation of Bids

7.1 The bid

7.1.1 Language of the bid

Unless otherwise stipulated in the RFP summary, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Bank shall be written in English Language only. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

7.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, the legal, environmental, infrastructure, logistics, communications and any other conditions or factors of which would have any effect on the price to be quoted by him or affecting performance/ completion of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Bank shall have no responsibility and shall not entertain any request from the bidders in these regards.

7.1.3 Cost of Bidding

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Bank may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Bank shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender Process.

7.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear.

Any interpretation of these provisions far removed from such context or other contrived or in between-the-lines interpretation is unacceptable.

7.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

7.1.6 Alternative Bids not Allowed

The conditional offers, alternative offers, multiple bids by a bidder shall not be considered.

7.2 Documents comprising the bid:

7.2.1 Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected.

No price details should be given or hinted at in the Technical bid:

- a. Documents relating to EMD (If applicable as per RFP summary): A Bid Securing Declaration (BSD) in lieu of bid security in the format provided in [Annexure 10](#) shall be uploaded
- b. Annexure 1: Bidder Details;
- c. Annexure 2: Eligibility Declarations
- d. Annexure 3: Conformity Statements
 - i. Annexure 3.1: 'Eligibility Criteria - Compliance': Documentary evidence needed to establish the Bidder's qualifications as stipulated in Section III, Clause 3: Eligibility Criteria. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.:
 - ii. Annexure 3.2 - Terms and Conditions - Compliance: Bidder must comply with the entire commercial and other clauses of this Tender Document
 - iii. Annexure 3.3: 'Technical Specifications - Compliance': Bidders should fill this form to detail the Schedules of Goods offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding Section III, 'Special Terms and conditions, in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognized and null and void.
- e. If applicable, Form OEM's Authorization (Annexure 14): Unless specifically barred in RFP SUMMARY/ SCC, in case Bidder offers to supply Goods, which some other firm (OEM) manufactures, Bidder must have been duly authorized by the OEM to quote for and supply the Goods to the Bank in this particular tender specifically. Bidder shall submit OEM's authorization letter to this effect as per this.
- f. Annexure 4- Checklist for the Bidders. Bidder must also upload the Checklist given in the Tender Document to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.

- g. Annexure -12: Techno-Commercial Bid/Unpriced Bid
- h. If stipulated in RFP SUMMARY, duly signed Annexure 9: Integrity Pact.
- i. Any other format/ form if stipulated in tender document or if considered relevant by the bidder

7.2.2 Financial bid/ Cover

- a. The bidder shall submit the financial bid as per the format given in Annexure- 13 "Price Bid format". The financial offer should give all relevant price information including Taxes and Duties as per the prescribed financial bid format and should not contradict the technical bid document in any manner. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financial bid.
- b. In case of mismatch between figures filled in e-procurement portal and the uploaded duly filled financial bid format, the price filled by bidder on eProcurement portal will prevail over uploaded document in portal.
- c. If any bidder submits price bid in Part-I submission, their bid shall be summarily be rejected.
- d. In case of bids with reverse auction (refer applicability in RFP summary), the L-1 bidder has to mandatorily submit revised price breakup to IPPB in line with Financial bid format"

7.3 Bid Validity

- a. Bids shall remain valid from the deadline for the bid submission for a period as specified in the RFP summary. A bid valid for a shorter period shall be rejected as nonresponsive.
- b. In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Bank, the bid validity shall automatically be deemed to be extended upto the next working day.
- c. In exceptional circumstances, before the expiry of the original time limit, the Bank may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Bank's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

7.4 Bid Security – Other provisions

- a. Unsuccessful Bidders' Bid-Securing Declaration shall expire, if the contract is not awarded to them, upon:
 - i. receipt by Bidder of the Bank's notification -
 - 1. of cancellation of the entire tender process or rejection of all bids or
 - 2. of the name of the successful bidder or
 - ii. forty-five days after the expiration of the bid validity or any extension thereof
- b. The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and accepted the Contract

7.5 Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

- i. fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- ii. furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

8. Signing and Uploading of Bids

8.1 Relationship between Bidder and eProcurement Portal

The Bank is neither a party nor a principal in the relationship between Bidder and the organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders. The details of the portal for this tender is as per RFP summary sheet.

8.2 Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Annexure 1: Bidder Details.

8.3 Submission/ uploading of Bids.

8.3.1 Submission/ Uploading to the Portal

- i. No manual Bids shall be made available or accepted for submission. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.
- ii. Bids shall be received only *Online* on or before the deadline for the bid submission as notified in RFP SUMMARY.
- iii. Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- iv. Bidder need not sign or up-load the Schedules while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Authority.
- v. Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.

- vi. The Bank reserves its right to call for verification of documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
- vii. The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- viii. The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Bank shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.
- ix. All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
- x. The Bank may extend the deadline for bids submission by issuing an amendment, in which case all rights and obligations of the Bank and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.
- xi. Bid submitted through modalities other than those stipulated in RFP SUMMARY shall be liable to be rejected as nonresponsive.

8.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

8.3.3 Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

8.4 Modification, Resubmission and Withdrawal of Bids

8.4.1 Modification & Resubmission

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.

8.4.2 Withdrawal

- i. The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn.
- ii. No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Bank shall be within its right to forfeit EMD or enforce Bid Securing Declaration (in lieu of forfeiture of the

Bid Security), as the case may be, in addition to other punitive actions provided in the Tender Document for such misdemeanor.

- iii. If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to accept the GEM contract/ Purchase Order as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Bank shall cancel the procurement process, in addition to other punitive actions provided in the Tender Document for such misdemeanor.

9. Bid Opening

The date & time of the opening bid is as stipulated in RFP SUMMARY. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of tender opening falls on is subsequently declared a holiday or closed day for the Bank, the Bids shall be opened at the appointed time on the next working day.

10. Evaluation of Bids and Award of Contract

10.1 General norms

10.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Bank. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

10.1.2 Infirmary/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor

- i. An infirmity/ irregularity or non-conformity/ exception/ deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
 - a. which affects in any substantive way the scope, quality, or performance of the product;
 - b. which limits in any substantive way, inconsistent with the Tender Document, the Bank's rights or the Bidder's obligations under the contract; or
 - c. Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.
- ii. The decision of the Bank shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
- iii. Variations and deviations and other offered benefits (techno-commercial or financial) above the scope/ quantum of the Goods specified in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Bank, and these would become part of the contract.
- iv. The Bank reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Bank shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected

as nonresponsive.

10.1.3 Clarification of Bids and shortfall documents

- i. During the evaluation of Techno commercial or Financial Bids, the Bank may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date or as per prescribed timelines of eProcurement portal. The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.
- ii. The Bank reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre- existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders.

10.1.4 Contacting Bank during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Bank on any matter relating to the submitted bid. If a Bidder needs to contact the Bank for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Bank during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

10.2 Evaluation of Bids

10.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation.

Unless otherwise stipulated in the tender document, the following are some of the crucial aspects for which a bid shall be liable to be rejected as nonresponsive:

- i. The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- ii. Required EMD/Bid Securing Declaration has not been provided.
- iii. Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- iv. The Goods offered are not eligible as per the provision of this tender.
- v. Bidder has quoted Goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
- vi. Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the RFP SUMMARY/ Tender document.
- vii. The bid validity is shorter than the required period.
- viii. The bid departs from the essential requirements stipulated in the bidding document;
- ix. Against a schedule in Section III: Special Terms and Conditions, Bidder has not quoted the

entire Goods as stipulated in that schedule.

- x. Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

10.2.2 The evaluation process in Single/ multiple Cover(s) and PQB Tenders

- i. Unless otherwise stated in the RFP summary, this Tender Process is for multiple (two or more) covers Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.
- ii. If it is stipulated that this is the second stage of the two-stage tender Process or after shortlisting qualified bidders in the EoI/ First stage, evaluation of responses from the shortlisted qualified bidders shall follow the same procedure as described above for multiple covers Tender Process.
- iii. If the RFP SUMMARY stipulate this to be a single cover Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation.

10.3 Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Goods to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Bank reserves its right to consider and allow minor deviations in technical and Commercial Conditions

10.3.1 Evaluation of Eligibility/Qualification Criteria

Bank shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily as per criteria laid out in tender document. This determination shall, inter-alia, consider the Bidder's financial, technical and production or other prescribed capabilities for satisfying requirements incorporated in the Tender Document.

Tenders that do not meet the required eligibility/qualification criteria prescribed shall be rejected as nonresponsive.

The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

10.3.2 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The opening of their financial bids shall be declared on the Portal.

10.4 Evaluation of Financial Bids and Ranking of Bids

10.4.1 Ranking of Financial Bids

- i. Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.
- ii. Unless otherwise stipulated in the tender document/RFP summary, the comparison of the responsive Bids shall be on total outgo from the Bank's pocket, to be paid to the successful vendor, including all elements of costs as per the terms of the proposed contract.
- iii. If any bidder offers conditional discounts/ rebates in his bid or suo motu discounts and rebates after the tender opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts;
- iv. The Bank reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the RFP summary table of the Tender Document.
- v. The evaluation of Bids shall include and consider the following taxes/ duties:
 - a. in the case of Goods manufactured in India or Goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Goods if a contract is awarded on the bidder;
 - b. The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Bank shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier.
- vi. **Ambiguous Financial bid:** If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

10.4.2 Evaluation Process in Tender cum e-Reverse Auction

If it is specified in RFP summary that the financial evaluation of this tender is through an e-Reverse Auction Process, then the e-Reverse Auction shall be mandatorily conducted on the same portal after the opening of financial bids. The guidelines for e-Reverse Auction (eRA) for e-Procurement portal will be applicable for conduct of eRA

The successful L-1 bidder, after the reverse auction, has to upload within a stipulated period the breakup of Landed Prices in the shortfall documents, at which the contract shall be awarded. While giving the breakup, the Bidder shall include the same taxes and duties as quoted while submitting the financial bid. If the L-1 bidder fails to submit the breakup of landed price within the stipulated period, the Bank shall place an order based on the breakup of the financial bid submitted by Bidder, and the same shall be binding on the bidder.

10.4.3 Purchase Preference

Short-listed bidders, eligible for any purchase preference policy as per the Tender Document, shall get an opportunity to match the L-1 prices concluded after the reverse auction if their final prices in

Reverse Auction fall within the permitted percentage.

10.4.4 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Bank shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, Bank determines that Bidder has substantively failed to demonstrate its capability to deliver the contract at the offered price, the Bank shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

10.4.5 Price Negotiation

Usually, there shall be no price negotiations. However, the Bank reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for supplying bulk quantity and on whom the contract would have been placed but for the decision to negotiate. This right shall not apply to post e-Reverse Auction process.

10.5 Award of Contract

10.5.1 The Bank's Rights

10.5.1.1 Right to Vary Quantities at the Time of Award

At the time of contract award, the Bank reserves the right to increase or decrease, without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantity of Goods originally stipulated, provided this increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity (if indicated in the Tender Document).

10.6 Letter of Award (Acceptance - LoA) and Signing of Contract

10.6.1 Selection of Successful Bidder(s)

The Bank shall award the contract to the Bidder(s) whose bid(s) is Techno- commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

10.6.2 Verification of Original Documents

Before issuing of GeM Contract/Purchase Order to the successful Bidder(s), the Bank may, at its discretion, ask Bidder to submit online for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

10.6.3 GeM Contract/Purchase Order

The Bidder, whose bid has been accepted and documents verified (at the discretion of Bank), shall be notified of the award by the Bank before the expiration of the Bid-Validity period by written or

electronic means. This notification (hereinafter and in the Conditions of Contract called the "GeM Contract/Purchase Order") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Bank shall pay the contractor in consideration of the supply of the Goods. The GeM Contract/Purchase Order shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Bank, at its discretion, may issue the GeM contract/Purchase Order only after the furnishing of performance security by successful bidder.

10.7 Performance Security

- i. Within 14 days of receipt of the GeM Contract/Purchase Order, performance Security shall be submitted by the contractor to the Bank.
- ii. If the contractor, having been called upon by the Bank to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Bank at its discretion to annul the award and enforce Bid Securing Declaration or forfeit of the Bid Security, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

10.8 Signing of Contract

- i. The successful bidder shall return the original copy of the GEM contract, duly stamped and signed as a token of acceptance, within seven days from the date of receipt of the contract notification on GEM/ email, to the Bank by registered/ speed post or by a suitable digital means.
- ii. Otherwise, the contract shall be taken to be legally effective from the date of issuance of GEM contract/ Purchase order. The Contractor may point out to the Bank, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

10.9 Expiry of bid Declaring Declarations

Upon the furnishing by the successful Bidder of the Performance Security, the Bank shall promptly notify the other Bidders that their Bids have been unsuccessful. Bid security of unsuccessful bidders should be returned upon declaration of Part-1 evaluation by Bank or The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them. The bid-Securing Declaration/ Bid Security, as the case may be, of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Contract.

10.10 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and website of the Bank.

11. Grievance Redressal/ Complaint Procedure

- 11.1 Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, electronically, within representation period as per eProcurement Portal or 7 days of declaration of techno- commercial or financial evaluation results, whichever is earlier.
- 11.2 The complaint shall be addressed to the Head of Procurement.

- 11.3 The grievance shall be registered either on Tender grievance redressal link on IPPB website (Link) or eProcurement portal. No written/email-based grievance/complaint will be entertained. Any such complaints received outside the bank tender grievance redressal link/eProcurement portal will be considered anonymous and will be disposed of immediately without any action by Bank.
- 11.4 Complaints/Grievances received without complete address of complaint, telephone/mobile number & email id shall be discarded, marking as anonymous.
- 11.5 Complaints related to PPP-MII order related matter in tendering shall be must accompany an administrative fee of Rs 10,000 with enclosure of all relevant documentary details in relation to the matter. The mode of payment shall be as detailed for EMD/PBG in tender document. The complaints received in this matter without the prescribed fee shall be categorized anonymous and will not be processed further.
- 11.6 Within 5 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.
- 11.7 The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process.
- 11.8 However, no response shall be given regarding the following topics explicitly excluded from such complaint process:
- i. Only a bidder who has participated in the concerned Tender Process, can make such representation.
 - ii. Only a directly affected bidder can represent in this regard.
 - a. In case of pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
 - b. In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
 - c. Following decisions of the Bank shall not be subject to review:
 - (i) Determination of the need for procurement.
 - (ii) Complaints against specifications except under the premise that they are either vague or too specific to limit competition
 - (iii) Selection of the mode of procurement or bidding system;
 - (iv) Choice of the selection procedure.
 - (v) Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
 - (vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
 - (vii) The decision to enter into negotiations with the L-1 bidder; and
 - (viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Goods.

Section III: Special Terms & Conditions

1. Schedule A - Scope of Work

IPPB intends to provide its merchants, sound-boxes, to facilitate real-time audio confirmation of digital payments. This will facilitate the ease of transaction confirmation and enhance both the merchant as well as customer experience.

IPPB intends to select a vendor(s) to supply, integrate, operationalize and service the hardware and software for sound boxes at Bank's UPI Merchant locations. The technical scope encompasses providing hardware and solution which will be integrated with IPPB's ecosystem for receiving voice notification on the speaker at merchant location.

The tentative requirement is for 5,29,500 Sound boxes which shall be procured over a period of 2 years. The minimum number of sound boxes to be procured by the Bank will be 2 Lakh over a period of 2 years. The quantity may increase/decrease based on the demand and the bidder's performance. These shall be procured on **CAPEX model** from selected vendor(s). Sound box solution with hardware maintained under CAPEX model by the bidder and support for the same to be provided on PAN INDIA basis.

The scope shall involve end to end supply of devices with all its components, software and accessories, installation, commissioning, testing, configuration and maintenance of the QR sound box devices at IPPB merchant's location.

IPPB shall issue multiple Purchase Orders as per desired frequency over a period of 2 years. However, warranty of the device will start from the date of delivery of device at designated locations.

1.1 Service Levels and Penalties

1. During the Contract period, the bidder shall provide Service Support on 12 hours basis (8 AM to 8 PM) on 365 days of the year for all the locations. A centralized toll-free number with all regional languages support will be required to attend the merchant calls and resolve their queries by bidder. Aside from OTP, confirmation of successful test transaction by the concerned merchant shall also be considered valid for closure of the ticket.

The scope of support shall include

- a. Supply and implementation of the Sound box with individual merchant VPA IDs as provided by the bank and as per the branding/design guidelines approved by the Bank.
 - b. Helpdesk support for Merchants from 6 AM to 10 PM at all locations where devices are supplied to provide over the call support in case of any device related issues.
 - c. Rectification of bugs/defects if any.
 - d. Maintenance of Hardware and preinstalled Software.
 - e. Reinstallation of firmware/software, whenever required.
 - f. Solving issues in devices and taking remedial steps for closing any internal or external audit/VAPT recommendations.
 - g. Replacement of faulty hardware, software, accessories etc.
2. If any software and hardware upgrades and updates provided by the OEM as free of cost, it should be provided and installed & configured to the devices supplied by the bidder to the bank as free of cost during contract period
 3. If any of the peripheral(s)/component(s) is taken by the bidder for repair during the contract period, the substitution shall be carried out with peripheral(s)/component(s) of equivalent or higher capacity, without any interruption in business hours.

4. For repair / replacement cases of defective sound box devices, one-way charges will be incurred by the bank. The bidder has to bear the charges for one-way shipment after repair / replacement.
5. In case of SIM integration, the bidder has to ensure supply/ delivery/ configuration/ installation with related KYC compliances.
6. Bidder to ensure that the Sound box to be deployed are fully tested, compliant with industry standard specifications and incorporating latest features/software updates with co-branding. Bidder to ensure not to deploy old/ used/ refurbished/ different make-model sound box.
7. Vendor should have sufficient number of service centres PAN India to take care of repairs of the devices as and when required.
8. For the first purchase order, Bank will share the design/branding with the vendor after which vendor needs to present sample for approval to Bank within 7 calendar days.
9. After the approval of the sample, the vendor has to deliver the ordered quantity within 45 calendar days from the date of approval of sample. ***Additional lead time of 15 days is given in case Bank choses a new design which is not with bidder yet. In case Bank selects existing design of bidder, no additional lead time will be given.***
10. Sub purchase orders shall be issued to the vendor time to time as per the requirement of the Bank. The Bank may order 50,000 – 1,00,000 devices in each sub purchase order and vendor to keep sufficient capacity reserved for IPPB accordingly.
11. **For subsequent purchase orders, delivery of all equipment should be within 45 calendar days** from date of placing of order. In the event of any or all equipment(s) not being delivered, within the above period, late delivery charges will be applicable as per section IV of GCC (clause 9.12 – liquidated Damages).
12. **Warranty for Hardware Components:** On-site comprehensive warranty for all the hardware components including free replacement of spares, parts, kits, as and when necessary, will be 36 months from date of installation, whichever is earlier however the warranty for battery will be 6 months as per current industry practice. Selected vendor will provide support for Operating Systems and other preinstalled software components during the warranty period of the hardware, on which these software & operating system will be installed.
13. Escalation matrix for delivery, installation, support etc. shall be provided by the bidder.
14. The bidder shall provide centralized complaint booking facility to the bank along with centralised dash board, customised for Bank's requirement. The method of booking complaints shall be E-mail, Toll-free no, online portal, web etc.
15. Monthly downtime report should be submitted to the bank for all installed devices.
16. Any fault/ issue/ defect/ failure intimated by Bank through any mode of communication like call/ e-mail etc. are to be acted upon, so as to adhere to the service levels. Business/ Service Downtime and Deterioration shall be the key considerations for determining "Penalties" that would be levied on the Successful Bidder.
17. The maximum response time for onsite service call will be **2 hours** and maximum time to resolve the issue (Resolution time) will be **6 hours**. The Bidder will have to ensure **99.50% uptime** during the warranty period and the uptime will be calculated on a quarterly basis.
18. **If vendor materially fails to meet an uptime (A) of 99.50% for the quarter, following penalty will be levied:**

Uptime Percentage	Penalty details
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A >= 99.50%	No Penalty
99.00% =< A < 99.50%	2% of cost of Quarterly invoice amount on Recurring Charges
98.5% =< A < 99.0%	5% of cost of Quarterly invoice amount on Recurring Charges
A < 98.5%	Penalty at an incremental rate of 1% (in addition to a base of 5%) of cost of Quarterly invoice amount on Recurring Charges for every 0.1% lower than the stipulated uptime

19. **If vendor materially fails to meet an uptime of 99.50% for three (3) consecutive months, the Bank reserves the right to terminate the contract.** In case of any violation of SLA will attract penalties as below:

Uptime percentage - **100% less Downtime Percentage**

Downtime percentage - **Unavailable Time divided by Total Available Time, calculated on a monthly basis.**

Total Available Time - **24 hours per day for seven days a week**

Unavailable Time - **Time involved while any part of the system hardware / software component is inoperative or operates inconsistently or erratically.**

Availability Service Level Default

- Availability Service Level will be measured on a monthly basis.
- A Service Level Default will occur when the vendor fails to meet Minimum uptime (99.9%), as measured on a monthly basis.

1.2 Penalty Details:

The selected Vendor shall perform its obligations under the agreement entered into with the Bank, in a professional manner. In the event of failure of maintaining the uptime SLA and Warranty terms, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Down time will be calculated from the time of break-down message over telephone / SMS or by e-mail / fax till the system becomes functional or standby is provided.

I. Penalty related to VA/PT Compliance:

Closure of VA/ PT Points on any/ all infrastructure deployed for functioning of Solution (i.e. all Hardware / Software / Middleware). All identified vulnerabilities over underlying infrastructure to be patched as per respective OEM recommendations.

Failure to close these calls within timelines will attract penalties based on criticality of calls.

- Critical Category - within 7 calendar days of discovery
- High Category - within 10 calendar days of discovery
- Medium - within 15 calendar days of discovery
- Low - within 20 calendar days of discovery

For breaches of timelines for closure of VA/PT under **Critical & High Category**

-Penalty of Rs. 1,000/- per day per vulnerability multiplied by number of devices deployed for delay in mitigation/ fixing vulnerabilities.

For breaches for timelines under **Medium Category**

-Penalty of Rs. 500/- per day per vulnerability multiplied by number of devices for delay in mitigation/ fixing vulnerabilities.

For breaches for timelines under **Low Category**

–Penalty of Rs. 200/- per day per vulnerability multiplied by number of devices for delay in mitigation/ fixing vulnerabilities.

II. Penalty for performance of Installation:

S No	Category	TAT	Penalty in Rs
1	New installation	NA, Devices will be supplied to Branch locations only.	NA
2	Attending complaints/ service request	1. For Metro and Urban Centres: T+1 working days 2. For other centres: T+2 working days Also, a test transaction by bidder may be considered as closure of service request.	50 for delay per day per device subject to a cap of one month rent per device
3	De-activation/ Application activation	It can be done by IPPB only as TMS/DMS control will be with IPPB.	NA
4	Device Replacement Request	1. For Metro and Urban Centres: T+5 working days after the device is received at service centre, 2. For other centres: T+7 working days after the device is received at service centre. The replaced devices need to be shipped to branches.	50 for delay per day per device subject to a cap of one month rent per device Beyond delay of 2 days, the penalty charged would be Rs 500 per day per device (Replacement on non-working devices)

III. Penalty for performance of Maintenance Solution – NA, Since TMS/DMS control will be with IPPB.

T – Request Date

*The penalty amount will be recovered from the monthly payment due to the vendor.

Penalty are not mutually exclusive of each other i.e. each type of penalty can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. both types of penalties can be levied up to their maximum limit simultaneously.

2. Technical Specification Sheet

Particulars	Type	Details/Remarks
Variant (Type of Sound Box)	4G+2G fall-back	N.A.
Type	1. Table Pod, 2. Pocket sound box (On the backside of sound box, printed instructions for rebooting, troubleshooting, customer care for Bank & Company etc to be provided)	<u>Tentative Item wise break-up:</u> 1. Table Pod type – 80% 2. Pocket type – 20% (<i>Can be increased</i>) The sound box should be brand new.
USB Interface	Type C, Adapter, cable for charging	NA
SIM Type	Micro (M2M) SIM – Bidder to ensure tie-ups with multiple service providers to ensure supply of SIMs as per the requirement.	To be used for audio alert of merchant transactions only
Sound	90db – 110db for table top type & 70db – 90db for pocket size type	N.A.
Audio	Support TTS & recorded audio, WAV & MP3	N.A.
Speaker	3 Watts (For Table top) 2 Watts (For Pocket size)	N.A.
Indicator Light	Power indicator, Status indicator	N.A.
RAM	16 MB (Fix)	N.A.
ROM	16 MB (Fix)	N.A.
Battery capacity	Rechargeable lithium Ion 2000mAh – 2400mAh for table top type & Rechargeable lithium Ion 800mAh – 1200mAh for pocket size type	N.A.
Backup	2days – 4 days for continuous usage	N.A.
NFC enabled (For contactless payments – UPI Tap and Pay)	Yes (Type 2 Tag). Optional. Bank may procure NFC tags directly and supply it to successful bidder.	Tags should be NFC forum certified (Type 2 Tag) and non-rewritable post personalization. Should be compliant as per NPCI guidelines.
Languages	All Regional languages	(Minimum 13 regional languages to be supported to cover all major languages - English, Hindi, Tamil, Telugu, Kannada, Malayalam, Odiya, Bengali, Assamese, Punjabi, Gujarati, Marathi, Urdu.
Voice	Customizable as per Bank's requirement	As per industry practice, voice tone, gender, or branding style required for the customizable voice alerts shall be shared with successful bidder.
Warranty period	Three years (1 Year standard warranty +2 Year extended)	N.A.
Proposed tenure of contract	5 Years	(SIM & DMS will also be part of sound box and it is a recurring expense for SIM & DMS)
Scope of warranty	All hardware & software malfunctioning to be rectified/repared/replaced by vendor free of cost and to avoid any inconvenience to the merchants. Hence bidder will assume total responsibility for fault free operations of the product proposed and maintenance thereof during the support period.	Scope of warranty will cover all hardware and software support throughout the specified tenure.

Particulars	Type	Details/Remarks
Certification	BIS Certification (Mandatory) Cert-In RoHS	N.A.
Software updates etc.	All updates related to software, patches, version etc. should be provided/done by selected vendor time to time at no cost basis and also should have capabilities to manage the devices centrally or Regionally in order to have analytical view or to broadcast some marketing audios etc.	Software support is expected to be part of scope of warranty and it will cover all type of software support / OTA updates etc.
Location Capturing (One time)	Yes, to get tier classification data location capturing feature at the time of installation of sound box to be explored.	N.A.
Ownership of Hardware & Software	The selected vendor will transfer the ownership of hardware (Merchant Sound Box only) & associated software to IPPB once the project is started.	Bank will have full ownership over the hardware (Merchant Sound Box only) and associated software. However, supporting infrastructure, MQTT to run the Sound Box will be the provided by bidder only & property of bidder.
After Sales Support	Dedicated helpdesk availability from 6am till 10pm to handle and resolve queries related to sound box functioning.	To avoid inconvenience to merchants in case of malfunctioning of devices, a dedicated customer care support is required.
Compliance	The sound box and associated software etc. should comply with information security and RBI guidelines.	To comply with the prevalent compliance guidelines of Regulatory bodies
Software updates etc.	All updates related to software, patches, version etc. should be provided/done by selected vendor time to time at no cost basis.	As part of scope of warranty

- Delivery charges for delivery at district location by selected vendor are included in the cost of sound box.

2.1 Requirement of Inventory management tool / MQTT / TMS / DMS:

1. MQTT Server
Mandatory Requirements
1.1 The solution shall provide an MQTT broker supporting MQTT with TLS encryption.
1.2 The server must support Quality of Service (QoS) levels 0, 1, and 2 to ensure reliable delivery of transaction alerts.
1.3 The system shall support 5 Lakh+ concurrent device connections with elastic scalability.
1.4 The server shall provide persistent sessions, ensuring no transaction notification is lost in case of temporary device disconnection.
1.5 The solution shall support authentication and authorization using OAuth2.0 / JWT tokens, along with role-based access control.
1.6 The server must be deployable in High Availability (HA) cluster mode with load balancing and automatic failover.
1.7 The MQTT server shall be capable of integration with the Bank's UPI transaction switch/backend for publishing real-time transaction confirmations.

Desirable Requirements

1.8 Support for multi-tenancy to segregate devices by region, branch, or any other hierarchy levels.

1.9 In-built monitoring dashboard to visualize device connectivity, throughput, and system health.

1.10 Support for bridging with other protocols (e.g., AMQP, HTTP, WebSockets) for integration flexibility.

2. Terminal Management System (TMS)

Mandatory Requirements

2.1 The bidder shall provide a centralized TMS to manage all deployed merchant sound boxes.

2.2 The TMS shall support secure onboarding, provisioning, and mapping of devices to merchant IDs.

2.3 The system shall allow Over-the-Air (OTA) updates for firmware, configuration, and parameters (e.g., language settings, bank branding).

2.4 The TMS shall provide real-time monitoring of device health including network status, battery level, and speaker functionality.

2.5 The TMS must support remote diagnostics, remote restart, and remote lock/unlock of devices.

2.6 The solution shall maintain a complete audit trail of all device actions and configurations.

2.7 The TMS shall comply with RBI/NPCI guidelines on IT systems, data security, and fraud prevention.

Desirable Requirements

2.8 Support for geographical tagging of devices for region-wise monitoring.

2.9 AI/ML-based predictive maintenance to identify failing devices before downtime.

2.10 Integration of TMS alerts with Bank's monitoring and incident management systems.

3. Database Management Software (DBMS or DMS)

Mandatory Requirements

3.1 The solution shall include a robust DBMS for storing merchant details, device inventory, transaction metadata, and operational logs.

3.2 The DBMS must support high throughput ($\geq 10,000$ transactions per second write capacity) and low-latency query response.

3.3 The database shall be capable of horizontal scaling with clustering, partitioning, and sharing mechanisms.

3.4 Data shall be encrypted at rest and in transit.
3.5 The DBMS must support role-based access control, audit logging, and compliance with RBI IT Act, PCI DSS, and GDPR.
3.6 The system shall support replication, backup, and disaster recovery (DR) site synchronization with defined RPO/RT0.
3.7 The DBMS shall expose APIs for integration with Bank's CBS, merchant applications, and reporting dashboards.
Desirable Requirements
3.8 Support for real-time analytics and BI dashboards for merchant usage, adoption, and transaction trends. The dashboard should be available for download in excel/pdf formats.
3.9 Native support for time-series data storage for logging device performance metrics.
3.10 AI/ML-readiness for fraud detection, anomaly detection, and predictive insights.
4. General Requirements (Across MQTT, TMS, DBMS)
All software components must be deployable in cloud, on-premise, or hybrid environments.
The solution must support multi-region deployment to ensure business continuity.
The vendor shall provide comprehensive documentation, APIs, and SDKs for integration with existing Bank systems.
The vendor shall provide 24x7 support with defined SLAs, along with annual maintenance contracts (AMC) for 3-5 years.
The system must be scalable to support at least 5 Lakh merchant devices in the first phase, with a roadmap for higher capacity.
5. Additional Requirements
i) Merchant App: Merchant must be provided with a Merchant App for tracking out the payments/credits. Also, bidder needs to provide related API/SDK for integration with Bank's app without extra cost to the Bank.
ii) Merchant Portal: Customized Portal for merchants where they can place request for Sound box devices in single/bulk mode, register the complaints for repair/replacement, track the device delivery. The portal should also enable push notification from bank for cross selling like digital personal loan. Also, bidder needs to provide related API for integration with Bank's portal without extra cost to Bank.
iii) Bank Portal: Portal for raising the request and tracking the delivery & installation to be provided by the bidder to the bank. This portal may also be integrated with Bank's internal portals. So necessary support for the same needs to be provided without extra cost to the Bank.
a. Functionalities for uploading details of merchants where sound box devices to be delivered and installed to be provided.

b. The portal should have the download option for report generation at different levels (Zones/Region/BCC) which should contain date of delivery and date of installation with the signed copy, from merchant having given the demo

c. The portal should also have the provision to handle the complaints/Quires related to services.

a) For the applications developed as per the requirement of the Bank by the bidder, Bank shall own the Intellectual Property Rights

b) The Vendor should provide to the Bank the Source code, object code / executable code, unit test cases, unit test code, and compilation procedures (build/make file, build scripts etc.). Source code quality report using reputed Code Quality Tools, Test Scripts for CIT / SIT / UAT of the developed application / customizations and subsequent upgrades, if any.

c) Transferring the ownership of all software developed / customized / configured / procured. All licenses & support related documents should be in the name of Bank.

d) In case of any change/modification in Source Code, all necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture / design, Test Cases documentation for CIT / SIT / UAT, Deployment guide on infrastructure servers, and Release notes) must also be delivered along with source code.

e) The software development will be carried out as per standard software development process and taking into consideration best practices followed worldwide.

f) The software developed should be compatible with the current infrastructure of the Bank and should be forward compatible.

g) The vendor shall undertake to provide appropriate on-site resource as well as other resources required as per Bank's requirement, to execute the various tasks assigned as part of the project, from time to time.

h) Selected Bidders/Service providers should provide a dash board utility to the bank (for access by branches /Regional offices /Zonal offices/Digital operations) with the following facilities

Portal should allow login with pre-created User ids as allotted by the bank to its field functionaries

The portal should have inventory management capabilities and tracking mechanism for Sound boxes dispatched, acknowledged, issued or in stock etc.

Report option to generate Regions wise/Zone wise indent report on a daily /period wise report and installation status

1. The repair / replacement will be carried out using the BNPL account of the branches. One-way charges will be incurred by the bank. The bidder has to bear the charges for one-way shipment for the repair / replacement cases.
2. Any charges related to integration with bank system with the selected vendor will be as per the change request raised by the Bank in due course.

3. Damage, Repair, Technical faults etc.

Sr. No.	Particulars
1	If any technical issue occurs in sound box during any time of warranty period, Merchant can lodge a complaint on either toll-free number of Bank or any helpline number assigned by Bank / Sound box providing company.
2	Any minor software related fault can be solved over the call.
3	If any fault is within the scope of warranty then sound box company will arrange for the suitable solution.
4	If any physical damage, damage due to water spillage, happens to sound box then merchant will bear the actual cost of repair and replacement.

4. Schedule of Requirements

Please DO NOT submit this FILLED annexure along with Technical Bid document. If any price details are submitted in the TECHNICAL bid, then the bid will be rejected, and the bidder will be disqualified, without any representation.

Sr	Description	Qty (a)	Duration (b)	Unit rate excl taxes (c)	Tax (%)	Unit rate incl taxes (d)	Total cost = a*b*d
1.	Table Top Sound Box cost including 1-year warranty and delivery at bank locations	4,23,600	1				
2.	Pocket type Sound Box cost including 1-year warranty and delivery at bank locations	1,05,900	1				
3.	Monthly maintenance Cost (including Sim cost and Inventory management tool cost)	5,29,500	36				
4.	AMC Cost for 2 nd Year	5,29,500	1				
5.	AMC Cost for 3 rd Year	5,29,500	1				
Total Cost of Ownership (TCO) incl taxes							1+2+3+4+5

Bidders to note the following:

1. Minimum AMC cost for 2nd year (line item 4) should be 8% of the average device cost (average of line items 1 & 2).
2. Minimum AMC cost for 3rd year (line item 5) should be 8% of the average device cost (average of line items 1 & 2).
3. Monthly maintenance cost (line item 3) should be between 3-5% of the average device cost (average of line items 1 & 2).
4. The price of type-2 NFC tags has been fixed as **Rs.15 plus GST**. In case the Bank (through NPCI) provides these tags to the successful bidder, the cost of NFC tag as mentioned above, shall be deducted from the unit cost of soundbox device, and accordingly payment shall be made. In case the bidder provides the NFC tags, the quoted price for soundbox devices shall be applicable.

5. Eligibility Criteria

Only those Bidders fulfilling the following criteria should respond to the RFP. The bidder would need to provide supporting documents as part of the eligibility proof. The technical bids of only those bidders who qualify in the eligibility criteria will be evaluated. Document/s in support of eligibility criteria are required to be submitted along with the Technical Bid. Offers received from the bidders who do not fulfil any the following eligibility criteria are liable to be rejected.

S.No.	CRITERIA DESCRIPTION	DOCUMENTS TO BE SUBMITTED
1	Bidder should be a registered Firm/ Company/ Limited Liability Partnership/ Registered partnership established in India and should have been in existence for at least last three (3) years as on 31.12.2025. Startups are exempted from this criteria subject to submission of valid certificate.	Certificate of Incorporation/ Commencement of Business. For claiming Start-Up exemption, bidders have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade) recognition certificate.
2	The Bidder should have a minimum average annual turnover of Rs. 50 Crores in the last three financial years (i.e.2022-23, 2023-24 & 2024-25). For Startups criteria is relaxed to Rs. 25 Crores, subject to submission of valid certificate.	Certificate from the Chartered Accountant of the Company mentioning the annual turnover for each of the FYs. For claiming Start-Up exemption, bidders have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade) recognition certificate.
3	The bidder should be an Original Equipment Manufacturer (OEM) or their authorized representative in India. In case OEM participates in the tender process directly, authorized dealer will not be permitted to participate in the same tender process. In case both OEM and authorised dealer participate, only bid of OEM shall be considered valid and bids of all authorised partners of that OEM shall be rejected.	(I) In case of OEM, undertaking on their letterhead mentioning that the firm is OEM for the proposed soundbox. (ii) In case of authorised partner, bidder is required to submit tender specific Manufacturer's Authorization Form (MAF) duly signed by OEM's authorized signatory for proposed sound box as per Annexure-14
4	OEM of the quoted soundbox (themselves or through their authorised resellers) should have successfully supplied at least 1,00,000 soundboxes cumulatively in the last 3 years, as on date of issue of bid, in any Scheduled commercial Banks/ Private Organisations/ UPI Third Party App Providers (TPAP) mapped with respective PSP Banks as available on NPCI website.	Bidders to note that for this criterion, PO issued directly to the OEM or to the authorised partners of the same OEM shall be considered valid for ascertaining the proof of supply. Purchase Orders/ Contracts along with Completion Certificates or Delivery Confirmation from client/customer, to be submitted along with bid in support of having supplied quantity. Bidders who propose different OEM(s) for Table-Top & Pocket Type Sound Boxes in the Technical Bid, shall submit relevant supporting documents as detailed above (previous para) in 80:20 ratio (i.e. 80,000 for Table top Sound Boxes and 20,000 for Pocket type Sound Boxes).

S.No.	CRITERIA DESCRIPTION	DOCUMENTS TO BE SUBMITTED
5	The bidder must have successfully supplied soundboxes or similar items* in any Central Govt. organization/ Scheduled Commercial Bank/ Private Organisation/ PSU as per below details: One PO of supply of soundboxes or similar items* in minimum 10 locations across 10 states of India in the last 3 years, as on date of issue of bid. Bidders to note that: a. The authorized partner cannot claim the experience of the OEM for this criterion. The order should be in the name of the bidder only for claiming experience. b. If OEM is bidding, then OEM can claim the experience of its authorized partner for this criterion. * Similar items include smartphones/ tablets/ printers/ laptops/ desktops/ biometric devices/ thermal printers	Copies of relevant Purchase Orders/ Contracts along with Completion Certificate or Proof of supply certified by client/Customer, to be submitted.
6	The offered sound box should have the same OEM for both software as well as hardware components of the soundbox.	Self-declaration from the OEM on their letterhead to be submitted
7	Bidder/ OEM should ensure to have services across pan India and should have authorized service center (or tie-up for providing services) in each of the state / UT. The UT may have a service centre in the nearest state.	Bidder to provide the list of the centres state/ UT wise on their letterhead.
8	Bidder should submit a Pre-contract integrity pact as per format provided in the RFP	Duly signed and stamped Integrity pact in the format as per Annexure-9 to be submitted by bidders on normal paper. The Pact shall be executed with the successful bidder on stamp paper.
9	The bidder needs to specify his Class and country of Origin of quoted product as per the Make In India Guidelines	Certificate as per Annexure 11- Certificate of Local Content to be submitted
10	Compliance to MSA and NDA documents as per Annexure – 15 and 16 respectively	Bidder to provide self-declaration on their letterhead. Only successful bidder shall execute MSA and NDA on stamp paper after conclusion of RFP.

Note:

1. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
2. Either the bidder authorized by OEM or the OEM can bid but not both.
3. In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired business may be considered.
4. In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements,

Credentials, etc. may be considered.

5. In case performance / completion certificate from concerned organization / end user is not available, bidder can submit self-certification along with the invoices raised/ CRAC of GeM (If order placed on GeM) for the same on their letter head mentioning name and address of the organization, completion date, contact person name & contact details including email etc. In this case, the decision of IPPB on acceptance of bid shall be final and binding on vendor.

6. Technical Scoring criteria

Bidders meeting the minimum eligibility criteria as per above clause shall be evaluated further on the following scoring criteria:

Sr No	Particulars	Description	Marks	Max Marks
1	Satisfactory Performance with Existing Banks/PSPs for atleast 1 Lakh number of Sound Boxes	Timely delivery as per purchase order TAT (Satisfactory performance certificate mentioning timely delivery to be submitted as supporting documents)	Timely delivery as per purchase order TAT (5)	5
			un-timely delivery with upto 20% delay of TAT as per purchase order (2)	
			un-timely delivery beyond 20% delay of TAT as per purchase order (0)	
		> 98.00% Up-time (Satisfactory performance certificate mentioning uptime % to be submitted as supporting documents)	> 98% Up-time (5) 95.00% - 98.00% Up-time (2) < 95.00% Up-time (0)	5
2	Supply of Sound Box devices in last 3 year	The company had supplied number of sound boxes during last 3 years	1 Lakh - 2 Lakh (5)	10
			2 Lakh - < 3 Lakh (7)	
			3 Lakh & above (10)	
3	Audio Capacity	Speaker output with loud and clear audio	90db (2)	5
			91db - 109 db (3)	
			> = 110db (5)	
4	Product Origin	Hardware and Software both should be Make in India	Make in India (10)	10
			Others (0)	
5	Battery Capacity	Table top Sound Box	> 2400 mAh (5)	10
			< 2400 mAh (2)	
		Pocket Sound Box	> 1200mAh (5)	
			< 1200 mAh (2)	
6	AI, IoT integration Roadmap	Company's present ability to use AI based data analysis and future scope for AI usage	Yes (5)	5
			No (0)	
7	Certifications	BIS RoHS Cert-In etc.	BIS + None (5)	10
			BIS + 1 (7)	
			BIS + 2 (10)	
8	Functional Buttons & Design customization	Dedicated buttons for each functions i.e. Power, volume (+ -), Replay, Lead generation etc. & mandatory design customization without any additional cost	upto 4 Buttons (5)	10
			5 Buttons (7)	
			6 Buttons (10)	
9	Helpdesk and Service Centre Availability	Presence in States (Supporting documents as per eligibility criteria to be submitted)	< 5 States/UTs (5)	10
			5 - 9 States/UTs (7)	
			> 10 Sates/UTs (10)	
10	Presentation	Demonstration of proposed solution (User portal interface, Dedicated functional buttons availability, Operational demo etc.)	Demo for Hardware & Software for proposed solution and abilities to customize as per Bank's requirement	20
Total Marks				100

To be eligible for further evaluation, the bidders must obtain a technical score of at least 80% i.e. 80 out of 100 marks.

IPPB

Section IV: General Conditions of Contract (GCC)

1. General

1.1 Tenets of Interpretation

Unless where the context requires otherwise, throughout the contract:

- 1) The heading of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 6) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- 7) Any generic reference to GCC shall also imply a reference to SCC as well.
- 8) In case of conflict, provisions of SCC shall prevail over those in GCC.
- 9) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.
- 10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- 11) GCC-clause 6.5 (Option Quantity clause) shall not apply unless invoked explicitly in the contract.

1.2 Definitions

In the contract, unless the context otherwise requires:

- i. "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers.
- ii. "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.
- iii. "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- iv. "Commercial Bank" means a bank, defined as a scheduled Bank under section 2(e) of the Reserve Bank of India Act, 1934.
- v. "Consignee" means the person to whom the goods are required to be delivered as stipulated

in the contract. A contract may provide the goods to be delivered to an interim consignee for further despatch to the ultimate consignee.

- vi. "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'GeM Contract' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor or a 'formal agreement', under specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Bank and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
- vii. "Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' under specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Bank), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- viii. "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context
- ix. "General Conditions" means the General Conditions of Contract, also referred to as GCC.
- x. "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts includes all articles, materials, commodities, furniture, fixtures, consumables, spare parts, instruments, hardware, IT related goods machinery, equipment, vehicles, or intangible products like technology transfer, licenses, patents, software or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired by a procuring entity. Any reference of Goods shall be deemed specific small work or some services that are incidental or consequential to the supply of such goods.
- xi. "Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts
- xii. "Inspection" means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.
- xiii. "Inspecting Officer" means the person or organization stipulated in the contract for inspection under the contract and includes his/ their authorized representative;
- xiv. "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- xv. "Parties": The parties to the contract are the "Contractor" and the Bank, as defined in this clause;
- xvi. "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
- xvii. "Place of Delivery" the delivery of the Goods shall be deemed to take place on delivery of the Goods, after approval by the Inspecting Officer (If provided in the contract) at places as

per the terms and conditions of the contract

- xviii. "Procurement" or "public procurement" (or 'Purchase', or 'Government Procurement/ Purchase' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Bank, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
- xix. "The Bank" means the entity in The Procuring Organization procuring Goods or Works or Services;
- xx. "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Bank;
- xxi. "Service(s)" (including the term 'Non-consultancy services' or 'Outsourcing of Services' in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (Non-consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;
- xxii. "Special Terms & Conditions" means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.
- xxiii. "Specification" or "Technical Specification" means the drawing/ document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.
- xxiv. "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof;
- xxv. "Tender"; "Tender Document"; "Tender Enquiry" or "Tender Process": "Tender Process" is the whole process from the publishing of the Tender Document till the resultant award of the contract. "Tender Document" means the document (including all its sections, appendices, forms, formats, etc.) published by the Bank to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as "Tender" or "Tender Enquiry", which would be clear from context without ambiguity.

1.3 Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalised word' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Goods' shall indicate definition as given in the GCC while 'goods' shall have usual dictionary meaning.

1.4 Abbreviations:

Abbreviation	Definition
BOQ	Bill of Quantities (Excel sheet of Price Schedule)
BSD	Bid Securing Declaration
CGST	Central Goods and Services Tax
CIF	Cost, Insurance & Freight (port of destination)
CPPP	Central Public Procurement Portal
DAP	Delivered at Place (Destination)
DoE	Department of Expenditure
DP	Delivery Period
DPIIT	Department for Promotion of Industry and Internal Trade
DSC	Digital Signature Certificate
e-RA	Electronic Reverse Auction
EFT/ NEFT	(National) Electronic Funds Transfer
FOR	Free on Rail (named Station)
GCC	General Conditions of Contract
GeM	Government e-Marketplace
GRIR	Goods Receipt and Inspection Report
GST	Goods and Services Tax
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
IPR	Intellectual Property Rights
INR	Indian Rupee
ITB	Instructions To Bidders
ITC (HS)	Indian Tariff Classification (Harmonised System)
LoA	Letter of Award (Acceptance)
MII	Make in India
MSE	Micro and Small Enterprises
MSME	Micro, Small and Medium Enterprises
MSMED	MSME Development (Act)
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PVC	Price Variation Clause
PAN	Permanent Account Number
IPC	Indian Penal Code. This law has been replaced by Bhartiya Nyaya Sanhita (BNS), 2023
PPD	Procurement Policy Division
PQB	Pre-Qualification Bidding
RAP	Reverse Auction (Process)
RCM	Reverse Charge Mechanism
SC	Scheduled Caste
SCC	Special Conditions of Contract
ST	Scheduled Tribe
TCS	Tax Collected at Source
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority
TIS	Tender Information Summary

2. The Contract

2.1 Language of Contract

Unless otherwise stipulated in SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

2.2 The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire agreement between the Bank and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3 Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

2.4 Parties

The parties to the contract are the contractor and the Bank, as defined in GCC-clause 1.2 above and nominated in the contract.

2.5 Contract Documents and their Precedence

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Valid and authorized Amendments issued to the contract.
- 2) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Bank;
- 3) the GeM Contract Order/Purchase Order
- 4) Final written submissions made by the contractor during negotiations, if any;
- 5) the SCC
- 6) the GCC
- 7) the contractor's bid;
- 8) any other document listed in the SCC as forming part of this Contract.
- 9) Integrity Pact if any

2.6 Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

- 1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Bank, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Bank. Requests for changes and modifications may be submitted in writing by the contractor to the Bank. At any time during the

currency of the contract, the Bank may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.

- 2) If the contractor does not agree to the suo-moto modifications/ amendments made by the Bank, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Bank unless and until the same is incorporated in a formal instrument and signed by the Bank, and till then the Bank shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearances

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1) Any waiver of a Bank's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Bank granting such waiver and must specify the terms under which the waiver is being granted.
- 2) No relaxation, forbearance, delay, or indulgence by Bank in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Bank to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Bank under this Contract, neither shall any waiver by Bank of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1 Governing Laws and Jurisdiction

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order or GeM Contract) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1 Communications

- 1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of the contract, so designated.
- 4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Bank, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.

4.2 The person signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 1) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Bank reserves its right to, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Bank for all costs and damages arising from such remedies.
- 2) Unless otherwise stipulated in the contract, the Procurement Officer signing the contract or any other officer authorised by Bank shall administer the contract and sign communications on behalf of the Bank. Interim or ultimate consignees; Inspecting Agency/ officers and the paying authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3 Address of the parties for sending communications by the other party (arbitration/ mediation clause will be applicable if selected in GeM Bid or specified in SCC of tender)

- 1) For all purposes of the contract, including arbitration, thereunder the address of parties to which the other party shall address all communications and notices shall be:
 - (a) The address of the contractor as mentioned in the contract unless the contractor has notified the change of address by a separate communication containing no other topic to the Bank. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
 - (b) The address of the Bank shall be the address mentioned in the contract. The contractor shall also send additional copies to officers of the Bank presently dealing with the contract
 - (c) In case of the communications from the contractor, copies of communications shall be marked to the Procurement Officer signing the contract or any other officer authorised by Bank, and as relevant also to Inspecting Agency/ Officer; interim/ ultimate consignee and paying authorities mentioned in the contract. Unless already stipulated in the contract before the contract's start, the Bank and the contractor shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Contractor's Obligations and restrictions on its Rights

5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

The Contractor must proactively keep the Bank informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract. Where the contractor is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:

- 1) a new partner shall not be introduced in the firm except with the previous consent in writing of the Bank, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
- 2) On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Bank may, at his option, terminate the contract for default as per the Contract and avail any or all remedies thereunder.
- 3) If the contract is not terminated as provided in Sub-clause (2) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Bank in writing or electronically.

5.2 Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Bank within 7 days of it coming to the Contractor's knowledge. These changes include but are not restricted to

- (1) Declarations made by the bidder in its bid in Annexure 3.1: Compliance with Eligibility Criteria
- (2) Declarations made by the bidder in its bid in Annexure 1: Bidder details
- (3) Declarations made by the bidder in its bid in Annexure 2: Self Declaration

5.3 Restriction on Potential Conflict of Interests

Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- 1) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
- 2) after the termination of this Contract, such other activities as may be stipulated in the contract.

5.4 Consequences of a breach of Obligations

Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Bank informed. However, at its discretion, the Bank shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Bank as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.

5.5 Assignment and Sub-contracting

- 1) the contractor shall not, save with the previous consent in writing of the Bank, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 2) the contractor shall notify the Bank in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out items and incidental Works/ Services. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations under GCC-clause 5.1 to 5.7, based on which the contract was awarded to him.
- 3) If the Contractor sublets or assigns this contract or any part thereof without such permission, the Bank shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.6 Indemnities for breach of IPR Rights

- 1) the contractor shall indemnify and hold harmless, free of costs, the Bank and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - (a) any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the Bank.
 - (b) The sale by the Bank in any country of the products produced by the Goods supplied by the contractor, and
 - (c) The installation of the Goods by the contractor or the use of the Goods at the Bank's Site
- 2) Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:
 - (a) other than for the purpose indicated by or to be reasonably inferred from the contract
 - (b) in association or combination with any other equipment, plant, or materials not supplied by the contractor.
- 3) If any proceedings are brought, or any claim is made against the Bank arising out of the matters referred above, the Bank shall promptly give the contractor a notice thereof. At its own expense and in the Bank's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Bank informed.
- 4) If the contractor fails to notify the Bank within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Bank shall be free to conduct the same on its behalf at the risk and cost to the contractor.
- 5) At the contractor's request, the Bank shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

5.7 Confidentiality, Secrecy and IPR Rights

5.7.1 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Bank and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Bank's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Bank, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

5.7.2 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Bank to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Bank and shall not, without the prior written consent of Bank neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Bank, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

5.7.3 Obligations of the contractor

- 1) Without the Bank's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- 2) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Bank, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 3) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Bank to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- 4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - (a) the contractor needs to share with the institution(s) participating in the financing of the contract;
 - (b) now or hereafter is or enters the public domain through no fault of Contractor;
 - (c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Bank; or
 - (d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.8 Performance Bond/ Security

- 1) Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Gem Contract/Purchase Order) by the Bank, the contractor shall furnish to the Bank, performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the warranty obligations.
- 2) The amount of Performance security shall be as stipulated in Tender Document or Contract (or if not specified @ 3% of the contract Price) denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
 - (e) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial Bank in India, favouring the authority mentioned in therein.
 - (f) Bank Guarantee issued by a commercial Bank in India, in the prescribed form provided in Annexure-8.
- 6) If the contractor, having been called upon by the Bank to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Bank at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 7) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Bank at its discretion at its discretion
 - (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
 - (b) without terminating the Contract:
 1. recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Bank or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 10.4, or
 2. treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.
- 8) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
- 9) The Bank shall be entitled, and it shall be lawful on his part,
 - (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
 - (i) any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof
 - (ii) for any loss or damage recoverable from the contractor which the Bank may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

- (b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Bank shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

10) Subject to the sub-clause above, the Bank shall release the performance security without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security, the original Performance Guarantee Security shall be released mutatis mutandis.

11) No claim shall lie against the Bank regarding interest on cash deposits or Government Securities or depreciation thereof.

5.9 Permits, Approvals and Licenses

Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the contractor, the Bank shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

5.10 Custody and Return of the Bank's Materials/ Equipment/ Documents loaned to Contractor

- 1) Unless stipulated in the contract, no asset/ property/ drawings/ material/ samples/ equipment/ utility shall be provided or loaned to the contractor for the performance of the contract. Whenever such assets are required to be issued to the contractor (inter-alia in fabrication or design or development) as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Contractor shall use such property for the execution of the contract and no other purpose whatsoever.
- 2) The contractors shall sign receipts for all the materials or other assets/ properties made over to him by the Bank. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Bank to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage.
- 3) These assets shall remain the property of the Bank, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while such assets are possessed or controlled by the contractor, staff, workmen or agents.
- 4) Where the contractor insures such assets against loss or fire at the request of the Bank, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid
- 5) The Contractor shall return all such assets in good order or repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Bank, whose decision shall be final and binding.

5.11 Labour Codes and Related Obligations

This clause shall be applicable only if it is specifically indicated to be applicable in SCC.

5.11.1 Independent Contractor

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The Contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Bank or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

5.11.2 Obligations of the contractor under Labour Codes and Rules

- 1) In cases where Contract or part(s) thereof is to be performed by the contractor at the premises of the Bank or Consignee, the contractor shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Bank from and against any claims under the aforesaid Labour codes and the Rules.
- 2) The Contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Bank shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.
- 3) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Bank to confirm compliance with such Codes and rules. Failure to do so shall entitle Bank to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.
- 4) The Contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the Bank transfer. Notwithstanding the contract's provisions to the contrary, the Contractor shall cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Bank shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The Contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each of the workers. Failure to do so shall entail Bank taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.
- 5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Bank is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Bank due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Bank shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Bank under the aforesaid Labour codes and the Rules, the Bank shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Bank to the contractor whether under the contract or otherwise. The Bank shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon

giving the Bank complete security for all costs, Bank might become liable in contesting such claim. The decision of the Bank regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

5.11.3 The obligation of Contractor to ensure awareness of Labour Codes

- 1) The Contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Bank. The Contractor must submit relevant documentary proof to Bank of having conducted such training to all workers.
- 2) The Contractor must provide a comprehensive booklet (Bank approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language.
- 3) Bank, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract:
 - a) Helpline for complaints from labour regarding payment of wages, worksite facilities, sexual harassment etc
 - b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Contractor.

6. Scope of Supply and Technical Specifications

6.1 The Scope of Supply

- 1) This contract is for the supply of the Goods of the description, specifications, and drawings, and in the quantities outlined in the contract on the dates specified therein.
- 2) **Incidental Works/ Services:** If so stipulated, the contractor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods as an integral part of the Goods in the contract.

6.2 Technical Specifications and Standards

The Goods & incidental Works/ Services to be provided by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Scope of work' under special terms and conditions of the tender document or as stipulated in the contract. Wherever references are made in the Contract to codes and standards by which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Contract. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser. For standards and requirements where no applicable specifications/ Quality Assurance are mentioned, appropriate latest authoritative standards and quality assurance issued by the concerned institution shall be applicable. The Goods supplied shall be.

- 1) Entirely brand new, unused, and incorporate all recent improvements in design and materials unless prescribed otherwise by the Bank in the contract.
- 2) In full conformity to specifications as stipulated in the contract, free of all defects and faults using specified/ appropriate materials, manufacture, and workmanship throughout and consistent with the established and generally accepted standards for Goods of the type ordered.

6.3 Quantity Tolerance

If only stipulated in the specified, the obligation for completing supplies shall be considered complete if the Goods have been supplied to the tolerance of plus or minus 5% of the quantity or of the total value of goods ordered in the contract. Only the supplied quantity shall be paid for as per the terms of the contract.

6.4 Eligible Goods - Country of Origin and Minimum Local Content

Unless otherwise stipulated in SCC or Contract, the country of origin of 'Goods' and 'incidental Works/ Service' to be supplied under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor's status as MSE or Start-up. The term "origin" used in this clause means where the goods (including subcontracted components) are mined, grown, produced, or manufactured or from where the incidental Works/ Services are arranged and supplied. For purposes of this Clause, the term 'Goods' shall have the meaning as defined in GCC-clause 1.2.

6.5 Option Quantity Clause:

If invoked explicitly in the contract, the Bank shall reserve the right, but without any obligation to do so, to increase or decrease the ordered quantity upto a percentage specified therein (or 25% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice and commensurate delivery period, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period.

6.6 Warranty/ Guarantee

If so stipulated in the SCC/ Contract, the following warranty/ Guarantee clause shall apply:

- 1) the contractor hereby covenants that it is a condition of the contract that all Goods supplied to the Bank under this contract shall be free of all defects and faults arising from design, materials (except when the design adopted and/ or the material used are as per the Bank's specifications) or workmanship or from any act or omission of the contractor, that may develop under regular use of the supplied Goods under the conditions prevailing in India.
- 2) Unless otherwise indicated in the contract, the contractor also guarantees that the said Goods would continue to conform to the description and quality as aforesaid, for 18 months after their delivery or 12 months from the date of placement in service (e.g., installation and commissioning), whichever shall be sooner.
- 3) Obligations of the contractor under the warranty clause shall survive even though:
 - (a) The Goods may have been inspected, accepted, installed/ commissioned and paid for by the Bank.
 - (b) The contract is terminated for any reason whatsoever.
- 4) The Bank shall promptly notify in writing to the contractor, If during the period above, the said goods/ stores/ articles are discovered not to conform to the description and quality or have deteriorated, otherwise than by fair wear and tear (the decision of the Bank in that behalf being final and conclusive).
- 5) Upon receipt of such notice, the contractor shall, within 14 days (or within any other period, if stipulated in the contract), expeditiously repair or replace the defective Goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Bank for such replaced parts/ Goods after that.
- 6) A penalty of 0.5% (half per cent) of the contract value for the delay in response time beyond specified time as detailed above shall be recoverable from the Performance/ Warrantee Guarantee or as per GCC-clause 10.4 below. The maximum penalty for warranty failure will be 5% (Five percent) of the contract value during the whole warranty period. If there is further such delay after reaching this limit, Bank shall be entitled to encashment of whole of Performance/ Warrantee Guarantee Bonds. In such an event, action similar to GCC-clause 9.10 for inordinate delays would also be taken.

- 7) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period.
- 8) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default under GCC-clause 12.1, and the Bank shall avail any or all remedial action(s) thereunder.

7. Inspection and Quality Assurance

It is the responsibility of supplier to supply goods of required quality and technical specifications as per contract.

If stipulated in RFP SUMMARY/SCC, the bank reserves the right to conduct the inspection of Goods as per contract, prior to dispatch from vendor premises. Otherwise, the Bank reserves the right to inspect goods after receipt at the consignee location(s). The Bank may reject any Goods or any part thereof that fails to pass any test and/or inspection or do not conform to the Specifications. The Supplier shall either rectify or replace such rejected Goods or part thereof or make alterations necessary to meet the specifications at no cost to the Bank, and shall repeat the test and/or inspection upon giving a notice.

8. Packing, Transportation, Insurance

- 1) The marking of the Goods must comply with the Goods of the laws relating to merchandise marks for the time being in force in India.
- 2) The packing for the Goods to be provided by the contractor should be strong and durable enough to withstand, without limitation, the entire journey during transit, including transshipment (if any), rough handling, open storage etc., without any damage, deterioration etc. If necessary, the size, weights, and volumes of the packing cases, the remoteness of the goods' final destination, and availability or otherwise of transport and handling facilities at all points during transit upto the final destination shall also be considered.

8.1 Transfer of Title of Goods

- 1) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to the Bank until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and the Bank, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract as the interim consignee for despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods

entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

- 2) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at the Bank's risk after their delivery to the interim consignee.

8.2 Transportation

8.2.1 Instructions for transportation of domestic Goods

If no instruction is provided in the contract, the contractor shall arrange transportation of the ordered Goods as per its procedure.

8.2.2 Distribution of Despatch Documents for Clearance/ Receipt of Goods

The contractor shall send all the relevant despatch documents well in time to the Bank to enable it to clear or receive (as the case may be) the Goods in terms of the contract.

8.3 Insurance

Unless otherwise instructed in the contract, the contractor shall arrange for insuring the Goods against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the following manner:

The contractor shall be responsible until the entire Goods contracted arrive in good condition at destination. The contractor shall cover the transit risk in this respect by getting the Goods duly insured at its own cost. The contractor shall obtain the insurance cover in its name and not in the name of the Bank or its Consignee.

9. Terms of Delivery and delays

9.1 Effective Date of Contract

The effective date of the contract shall be the date on which it has been signed by the Bank or the effective date mentioned in the contract, whichever is later. If the procurement entity receives no communication from the contractor within 14 days of the date signed by the Bank or the date of sending it to the contractor, whichever is later, then the date of signing shall be the effective date of the contract. The dates of deliveries shall be counted from such date. No notice to commence the contract shall be issued separately.

9.2 Time is the Essence of the contract

The time for and the date for delivering the Goods stipulated in the contract or as extended shall be deemed to be of the essence of the contract. Delivery must be completed not later than the date(s) so specified or extended.

9.3 Destination Places

The destination(s) where the Goods are to be delivered shall be as stipulated in the contract.

9.4 Terms of Delivery

- 1) Terms of delivery (e.g., F.O.R. destination) shall determine the point at which the responsibilities and property in goods passes over from the contractor to the Bank. These terms also determine the time of delivery.
- 2) the contractor shall either deliver free or F.O.R. at the place/ places or otherwise as detailed in the contract, the quantities of the Goods detailed therein, and the Goods shall be delivered or despatched not later than the dates stipulated in the contract. The delivery shall not be complete unless the Goods are inspected and accepted by the Consignee as provided in the

contract. No Goods shall be deliverable to the consignee on Sundays and public holidays or outside designated working hours without the written permission of the consignee.

- 3) the contractor shall not despatch the Goods after the expiry of the delivery period. The Contractor must apply to the Bank to extend the delivery period and obtain the same before despatch. If the contractor despatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Bank.

9.5 Part Supplies

The Contractor shall not arrange part-shipments and/ or transhipment if not stipulated in the contract without the express/ prior written consent of the Bank.

9.6 Progressing of Deliveries

The Contractor shall allow reasonable facilities and free access to his Works/ records to the Inspecting Officer or such other Officer as may be nominated by the Bank to ascertain the progress of the deliveries under the contract. The Contractor shall, from time-to-time, render such reports concerning the progress of the contract and/ or supply of the Goods in such form as may be required by the Bank. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Bank under the contract, nor shall operate as an estoppel against the Bank merely because he has not taken notice of/ or subjected to test any information contained in such report.

9.7 Notification of Delivery.

Notification of delivery or despatch regarding every instalment shall be made to the consignee and to the Bank immediately on despatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, packing list of the consignment and the contract references. All packages, containers, bundles, and loose materials part of every instalment shall be fully described in the packing list, and complete details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the Goods on arrival at destination. The Railway Receipt/ Consignment Note or Bill of Lading shall be forwarded to the consignee by registered post/ Courier/ by hand immediately on the despatch of Goods. The Contractor shall bear and reimburse the Bank demurrage/ wharfage or other charges, if any, paid because of delay on the contractor's part in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

9.8 Dispatches at the last moment or after the expiry of the delivery

- 1) If the contractor locally supplies a consignment after the expiry of the contracted delivery date, the Consignee may either refuse to receive it or receive it without prejudice to the rights of the Bank under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the contractor. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Contractor must obtain an extension of the delivery date/period from the Bank.
- 2) As regards supplies coming from outside, if the contractor dispatches the Goods after the expiry of the delivery period, it shall be at his own risk and responsibility, and that the consignee is not liable for any demurrage, wharfage, and deterioration of Goods at the destination station and, in his interest, the contractor shall get an extension of the delivery period from the contracting Entities.

9.9 Delay in the contractor's performance

If the contractor fails to deliver the Goods or any instalment thereof or delays incidental Work/ Services (e.g. installation, commissioning, operator training etc.) within the period fixed for such

delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Bank may without prejudice to his other rights:

- 1) recover from the contractor liquidated damages as per clause 9.12 below, or
- 2) treat the delay as a breach of contract as per clause 12.1 below and avail all the remedies therein.

9.10 Inordinate Delays

Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Bank.

9.11 Extension of Delivery Period:

If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform the Bank in writing about the same and its likely duration. He must make a request to the Bank for an extension of the delivery schedule. On receiving the contractor's communication, the Bank shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.

- 1) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:
 - (i) **Liquidated Damages:** The Bank shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
 - (ii) **Denial Clause:**
 1. No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
 2. Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
 - (iii) Nevertheless, the Bank shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

9.12 Liquidated damages

- 1) Subject to GCC clause 9.11, if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, the Bank shall, without prejudice to other rights and

remedies available to the Bank under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (or any other percentage if prescribed in the contract) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.11-1(ii) shall also apply.

- 2) Any failure or delay by any sub-contractor, though their employment may have been sanctioned under GCC-clause 5.5 above, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

9.13 Force Majeure

- 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Bank in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.
- 2) Notwithstanding the remedial provisions contained in GCC-clause 9.12 or 12.1, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10. Prices and Payments

10.1 Prices

10.1.1 Charged Prices

Prices to be charged by the contractor for the supply of Goods and provision of incidental Works/ Services in terms of the contract shall not vary from the corresponding prices quoted by the contractor in its bid or during negotiations, if any, and incorporated in the contract except for any price adjustment authorized in the contract.

10.1.2 Controlled Prices

- 1) The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.

2) **Penalties for overcharging:** If the sub-clause above is violated, unless the contractor had explicitly mentioned this fact in his bid giving reasons for quoting a higher price (s), or makes any mis-statement, it shall be lawful for the Bank to:

- (a) annul the award and treat it as a misdemeanour as per the contract and take any or all punitive remedies available thereunder, or
- (b) without annulling the award, take action as per GCC-clause 10.4 to recover the overcharged amount, or
- (c) treat it as a breach of contract as per GCC-Clause 12.1 and avail any or all remedies thereunder.

10.1.3 Price Components and Incidental Works/ Services

Unless otherwise stated in the contract, The Bank shall not pay for consignment of incomplete components unless the full useable Scope of Goods (as per the contract/ Schedule of Requirement) has been received. Deficiencies in incidental Works/ Services shall also amount to incomplete delivery. Spares would not be paid for unless the primary Goods are received.

10.1.4 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm.

10.2 Taxes and Duties

- 1) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Goods to the Bank. Further instruction, if any, shall be as provided in the contract.
- 2) If applicable under relevant tax laws and rules, the Bank shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 3) **Payment of GST Tax under the contract:**
 - (a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery shall be shown being made in the name, location/ state, and GSTIN of the consignee only; the location of the procurement office of the Bank has no bearing on the invoicing.
 - (b) The supply of Goods or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.
 - (c) While claiming reimbursement of duties, taxes etc. (like GST) from the Bank, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Bank, the Bank's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Bank immediately on receiving the same from the concerned authorities.
 - (d) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract shall be submitted to the Bank in compliance with GST provisions.

- (e) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.
- (f) In case of Price Variation or Exchange Rate variation, or any other variation is applicable, GST shall be applicable on the nett invoice value after the variation is taken into account.
- (g) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the transaction of the sale is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
 - (i) The Bank shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
 - (ii) However, the Bank shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
 - (iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
 - (iv) In case of profiteering by the contractor relating to GST tax, the Bank shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
 - (v) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.
- 4) **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Bank's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Bank during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates after the last date of bid submission.
- 5) **Duties/ Taxes on Raw Materials:** The Bank is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

10.3 Terms and Mode of Payment

Unless otherwise stipulated, Payment terms laid down in this clause shall be applicable. Due payment made shall be due after 45 Days of receipt and acceptance of the supplies and shall be paid in next 15 Days. It shall be released only upon the submission of original tax invoice(s)/digitally signed tax invoice(s).

The payments shall be made in the manner as per Bank's payment procedures. Payment will be made through EFT mode only.

10.3.1 General Payment condition for payment

- 1) In Domestic Contracts, payments shall only be made in Indian Rupees.
- 2) the contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
- 3) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.
- 4) Unless otherwise specified documents which the contractor is to furnish while claiming payment are:
 - (a) Original Invoice (GST Compliant format)
 - (d) Certificate of pre-despatch inspection by the Bank's representative/ nominee, if applicable
 - (e) Manufacturer's test certificate, if applicable
 - (f) Performance/ Warrantee Bond, if applicable
 - (g) Certificate of Insurance, if applicable
 - (h) Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, in case of payment against dispatch documents, if so provided
 - (i) Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance
 - (j) Any other document specified.
- 5) In a case where the contractor is not in a position to submit its bill for the balance payment for want of receipt certificate from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, the balance amount shall be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the Goods in question, subject to the following conditions:
 - (a) The contractor must provide proof that he has given sufficient prior notice in this regard to the Bank and the concerned Consignee(s), but there has been no response.
 - (b) the contractor shall undertake to make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of Goods.
 - (c) Delay in supplies, if any, has been regularized.

10.3.2 Advance/ mobilization Payment not allowed:

Payments for supplies made or incidental works/ services rendered shall be released after supplies have been made and only after such incidental works/ services have also been rendered. If expressly provided for in the contract, partial payments against dispatch documents shall not be considered an advance payment for this clause.

10.4 Withholding and lien in respect of sums claimed:

- 1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Bank shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from-
 - (a) any security or retention money, if any, deposited by the contractor.

- (b) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with the Bank if the security is insufficient or if no security has been taken from the contractor.
- 2) Where the contractor is a partnership firm or a limited company, the Bank shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
- 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under through resolution of disputes. The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.
- 4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Bank or Government against any claim of the Bank or Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Bank or Government.

10.5 Payment Against Time-Barred Claims

All claims against the Bank shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Bank is entitled to, and it shall be lawful for it to reject such claims.

11. Resolution of disputes

11.1 Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Procurement Officer and the contractor within thirty (30) days from aggrieved Party notifying the other Party of such matters, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority and requesting for invoking the following dispute resolution mechanisms.

During the contractual period court shall alone have jurisdiction to decide any dispute arising out of or in connection with the contract. The place of the court will be from where the contract has been issued by Bank.

11.2 Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Bank, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where the Bank has raised the dispute, this sub-

clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award tender process or conditions
- 3) Issues related to ambiguity in contract terms shall not be taken up after a contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
 - (a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government
 - (b) Provisions regarding restrictions on Entities from Countries having land-borders with India in terms of the Government's policies in this regard
 - (c) Purchase preference policies regarding MSEs and Start-ups

12. Termination due to Breach, Default, and Insolvency

12.1 Defaults and Breach of Contract

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Bank's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Bank.
- 2) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such

a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

12.3 Terminations for Default

- 1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Bank, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- 2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Bank after that.
- 3) Unless otherwise instructed by the Bank, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All warranty obligations, if any, shall continue to survive despite the termination.

12.4 Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Bank shall take one; or more of the following contractual remedies.

- 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Recover liquidated damages and invoke denial clause for delays.
- 3) Encash and/ or Forfeit performance or other contractual securities.
- 4) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- 5) **Risk and Cost Procurement:** In addition to termination for default, the Bank shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Bank may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Bank. It shall not be necessary for the Bank to notify the contractor of such procurement. It shall, however, be at the discretion of the Bank to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.
- 6) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

12.5 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Bank, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Bank concerning IPR infringement.

12.6 Termination for Default/ Convenience of Bank and Frustration

12.6.1 Notice for Determination of Contract

- 1) The Bank reserves the right to terminate the contract, in whole or in part for its (the Bank's) convenience or frustration of contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Bank or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by the Bank, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All warranty obligations, if any, shall continue to survive despite the termination.
- 5) The Goods and incidental Works/ Services that are complete and ready in terms of the contract for delivery and performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Bank as per the contract terms. For the remaining Goods and incidental Works/ Services, the Bank may decide:
 - (a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
 - (b) To cancel the remaining portion of the Goods and incidental Works/ Services and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Goods and incidental Works/ Services.

12.6.2 Frustration of Contract

- 1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Bank shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
- 2) However, the following shall not be considered as such a supervening cause.
 - (a) Lack of commercial feasibility or viability or profitability or availability of funds
 - (b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

12.7 Closure of Contract

12.7.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Bank requesting the release of its contractual securities, if any. The Bank shall release the contractual securities without any

interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Bank under or arising out of this Contract, nor shall the Bank entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Bank. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

12.7.2 Closure of Contract

The contract shall stand closed upon

- 1) successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.
- 2) termination and settlements after that, if any, as per GCC-clause 12.1 or 12.2 above.

13. Code of Integrity in Public Procurement; Misdemeanours and Penalties

13.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) **"Corrupt practice"** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
- 2) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
- 3) **"Anti-competitive practice"** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- 4) **"Coercive practice"** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 5) **"Conflict of interest"** - participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Bank who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Bank with an intent to gain unfair advantage in the Tender Process or for personal gain;
- 6) **"Obstructive practice"** - materially impede Bank's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making

false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

13.2 Obligations for Proactive Disclosures:

- 1) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

13.3 Misdemeanours and Penalties

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) commits any of the following misdemeanours:
 - (a) violates the code of Integrity mentioned in GCC-clause 13.1 or the Integrity Pact if included in the Tender/ Contract;
 - (b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.
- 2) commits any of the following misdemeanours:
 - (a) has been convicted of an offence:
 - (i) under the Prevention of Corruption Act, 1988; or
 - (ii) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
 - (b) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
 - (c) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

13.4 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Bank to other remedies as per the Tender-documents or the contract, If the Bank concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Bank shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

13.4.1 if his bids are under consideration in any procurement

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 2) calling off of any pre-contract negotiations, and;
- 3) rejection and exclusion of Bidder from the Tender Process

13.4.2 if a contract has already been awarded

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments including advance payments, if any, made by the Bank along with interest thereon at the prevailing rate (MIBID - Mumbai Inter Bank Bid Rate);

13.4.3 Remedies in addition to the above:

In addition to the above penalties, the Bank shall be entitled, and it shall be lawful on his part to:

- 1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- 2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Bhartiya Nyaya Sanhita (BNS), 2023 or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- 4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar, a bidder/ contractor from participation in future procurements without prejudice to Bank's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred.

Section V: Annexures and Formats

1. Annexure 1- Bidder Details

(To be submitted in this format only)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender No./ xxxx; Tender Title: _____

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document. (Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

S. No.	Required Details	Response
General Details		
1.	Name of Company / Bidder / Organisation	
2.	Corporate Identity No. (CIN):	
3.	Postal Address	
4.	Telephone, Fax Number, Email Address	
5.	Whether OEM/ Manufacturer/ Agent/ Dealership Status:	
6.	Holding company or parent company	
7.	Number of years in the business	
8.	Website address (if applicable)	
Registrations		
1.	GST Registration No.	
2.	PAN number	
	We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.	
Authorization of Person(s) signing the bid on behalf of the Bidder		
1.	Full Name	
2.	Designation	
3.	Signing as:	

	<i>A sole proprietorship firm.</i> The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor OR <i>A partnership firm.</i> The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney OR <i>A company.</i> The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association <i>Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution</i>		
4.	Bidder's Authorized Representative Information		
	Name:		
	Address:		
	Telephone/ Mobile numbers:		
	Email Address		
Earnest Money Deposit Details			
1.	EMD Details	Amount	
		Mode (Online/BG/DD etc)	
		Transaction Details	
2.	Whether claiming exemption from Submitting EMD (Mention Yes or No)		
	If Yes,		
a.	Please mention the details thereof (Relevant Act / Section) under which claiming EMD exemption		
b.	Attach Supporting Documents for the same claim		
c.	Submit Bid Securing Declaration as per Annexure-10		
MSE Status - Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012			
1.	Is the bidder - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others		

2.	If yes, attach Udhyam Registration Certificate with the Udhyam Registration Number as proof of being MSE registered on the Udhyam Registration Portal. The certificate should be the latest up to the deadline for submission of the bid.	
3.	Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners)	
Start-up Status		
1.	Is the bidder a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.	(YES / No)
2.	If yes, enclose valid DPIIT certificate	

Declaration:

I/We hereby declare that I / We have verified the details indicated above and also confirm that all the Information submitted is true to the best of my knowledge.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

2. Annexure 2- Self Declaration

(To be submitted on Bidder's letterhead as part of technical bid)

Bidder's Name_____

[Address and Contact Details]

Bidder's Reference No._____ Date.....

Tender No./ xxxx; Tender Title: _____

I, on behalf of _____ <Bidder's Name> (Including our affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract) declare the following:

- i. We are not declared insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of aforesaid reasons;
- ii. We are not declared ineligible/ blacklisted/ banned/ debarred by India Post Payments Bank or its Ministry/ Department from participation in its Tender Processes;
- iii. We are not convicted (within three years preceding the last date of bid submission) or declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:
 - a. offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
 - b. offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/or
 - c. suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.
- iv. We have not changed our name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.
- v. We do not have an association (as a bidder/ partner/ director/ employee in any capacity)
 - a. of any retired Manager (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.
 - b. of the near relations of executives of Procuring Entity involved in this Tender Process
- vi. We do not have a conflict of interest, which substantially affects fair competition.
- vii. We declare that there are no legal proceedings/ inquiries/ investigations commenced/ pending against us by any statutory or regulatory or investigative agencies, for which performance under the contract will get adversely affected / may get affected.
- viii. We are not in the negative/ caution repository of vendors published by IBA (Indian Banks

Association)

ix. **Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:** We certify as under:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;
- we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

Penalties for false or misleading declarations: We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

Dated this _____ day of _____

For and on behalf of M/s. _____

Address:

Name & Signature

In the capacity of (Duly Authorized to Sign the Bid)

Seal of the company

3. Annexure 3- Conformity Letter

3.1 Compliance with eligibility criteria

(To be submitted on Bidder's letterhead as part of technical bid)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender No./ xxxx; Tender Title: _____

Sub: - Response to India Post Payments Bank for RFP-----

Note to Bidders: Statements and documents to confirm conformity to Eligibility Criteria (Refer Section-III) may be mentioned/ attached here. The list below is indicative only. You may attach more documents as required for qualification criteria. Add additional details not covered elsewhere in your bid in this regard. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive.

Sr No	Criteria	Supporting documents required	Compliance (Yes/No) along with details of submission
1.	Bidder should be a registered Firm/ Company/ Limited Liability Partnership/ Registered partnership established in India and should have been in existence for at least last three (3) years as on 31.12.2025 . Startups are exempted from this criteria subject to submission of valid certificate.	Certificate of Incorporation/ Commencement of Business. For claiming Start-Up exemption, bidders have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade) recognition certificate.	
2.	The Bidder should have a minimum average annual turnover of Rs. 50 Crores in the last three financial years (i.e.2022-23, 2023-24 & 2024-25). For Startups criteria is relaxed to Rs. 25 Crores, subject to submission of valid certificate.	Certificate from the Chartered Accountant of the Company mentioning the annual turnover for each of the FYs. For claiming Start-Up exemption, bidders have to submit DPIIT (Dept. of Promotion of Industry and Internal Trade) recognition certificate.	
3.	The bidder should be an Original Equipment Manufacturer (OEM) or their authorized representative in India. In case OEM participates in the tender process directly, authorized dealer will not be permitted to participate in the same tender process. In case both OEM and authorised dealer participate, only bid of OEM shall be considered valid and bids of all authorised partners of that OEM shall be rejected.	(I) In case of OEM, undertaking on their letterhead mentioning that the firm is OEM for the proposed sandbox. (ii) In case of authorised partner, bidder is required to submit tender specific Manufacturer's Authorization Form (MAF) duly signed by OEM's authorized signatory for proposed sound box as per Annexure-14	
4.	OEM of the quoted sandbox (themselves or through their authorised resellers) should have successfully supplied at least	Bidders to note that for this criterion, PO issued directly to the OEM or to the authorised partners of the same OEM shall be considered valid for	

Sr No	Criteria	Supporting documents required	Compliance (Yes/No) along with details of submission
	1,00,000 soundboxes cumulatively in the last 3 years, as on date of issue of bid , in any Scheduled commercial Banks/ Private Organisations/ UPI Third Party App Providers (TPAP) mapped with respective PSP Banks as available on NPCI website.	ascertaining the proof of supply. Purchase Orders/ Contracts along with Completion Certificates or Delivery Confirmation from client/customer, to be submitted along with bid in support of having supplied quantity. Bidders who propose different OEM(s) for Table- Top & Pocket Type Sound Boxes in the Technical Bid, shall submit relevant supporting documents as detailed above (previous para) in 80:20 ratio (i.e. 80,000 for Table top Sound Boxes and 20,000 for Pocket type Sound Boxes).	
5.	The bidder must have successfully supplied soundboxes or similar items* in any Central Govt. organization/ Scheduled Commercial Bank/ Private Organisation/ PSU as per below details: One PO of supply of soundboxes or similar items* in minimum 10 locations across 10 states of India in the last 3 years, as on date of issue of bid. Bidders to note that: a. The authorized partner cannot claim the experience of the OEM for this criterion. The order should be in the name of the bidder only for claiming experience. b. If OEM is bidding, then OEM can claim the experience of its authorized partner for this criterion. * Similar items include smartphones/ tablets/ printers/ laptops/ desktops/ biometric devices/ thermal printers	Copies of relevant Purchase Orders/ Contracts along with Completion Certificate or Proof of supply certified by client/Customer, to be submitted.	
6.	The offered sound box should have the same OEM for both software as well as hardware components of the soundbox.	Self-declaration from the OEM on their letterhead to be submitted	
7.	Bidder/ OEM should ensure to have services across pan India and should have authorized service center (or tie-up for providing services) in each of the state / UT. The UT may have a service centre in the nearest state.	Bidder to provide the list of the centres state/ UT wise on their letterhead.	
8.	Bidder should submit a Pre-contract integrity pact as per format provided in the RFP	Duly signed and stamped Integrity pact in the format as per Annexure-9 to be submitted by bidders on normal paper. The Pact shall be executed with the successful bidder on stamp paper.	

Sr No	Criteria	Supporting documents required	Compliance (Yes/No) along with details of submission
9.	The bidder needs to specify his Class and country of Origin of quoted product as per the Make In India Guidelines	Certificate as per Annexure 11 - Certificate of Local Content to be submitted	
10.	Compliance to MSA and NDA documents as per Annexure - 15 and 16 respectively	Bidder to provide self-declaration on their letterhead. Only successful bidder shall execute MSA and NDA on stamp paper after conclusion of RFP.	

RFP

3.2 Conformity with RFP terms and conditions

(To be submitted on Bidder's letterhead as part of technical bid)

Bidder's Name _____
[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender No./ xxxx; Tender Title: _____

Sub: - Response to India Post Payments Bank for **RFP**-----

Further to our proposal dated **DD.MM.YYYY**, in response to the RFP document (hereafter referred to as "RFP DOCUMENT") issued by India Post Payments Bank ("Bank") we hereby warrant and confirm that:

We hereby agree to comply with, abide by and accept without variation, deviation or reservation, all the terms and conditions as contained in this RFP document and the addendum/ corrigendum issued (if any) including the changes made to the original documents issued by the bank, shall form a valid and binding part of the aforesaid RFP document.

The bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

.....

[name & address of Bidder and seal of company]

3.3 Conformity with technical specifications and scope of work

(To be submitted on Bidder's letterhead as part of technical bid)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender No./ xxxx; Tender Title: _____

Sub: - Response to India Post Payments Bank for **RFP**-----

Further to our proposal dated **DD.MM.YYYY**, in response to the RFP document (hereafter referred to as "RFP DOCUMENT") issued by India Post Payments Bank ("Bank") we hereby warrant and confirm that:

We hereby agree to comply with, abide by and accept without variation, deviation or reservation, all requirements detailed in Section-III in this RFP document, except those mentioned below. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

Deviations from requirements stipulated in Section -III

Note to Bidders: Highlight deviations, if any, from Section III below.

S. No.	Page #	Point / Section #	Clause/point as stated in the RFP	Deviation/ Exception/ reservation	Justification/ Reason
1					
2					
3					

The bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

4. Annexure 4- Document Checklist

4.1 For Part-1 bid

Sr	Document Description	Submitted (Yes / No)
1	EMD Amount and details of submission	
2	Bid securing declaration for EMD exemption, along with valid documentary proof, as per Annexure – 10 (Submit only if exemption is claimed)	
3	Duly filled Annexure 1 – Bidder Details	
4	Duly filled Annexure 2 –Self Declaration	
5	Duly filled Annexure 3 – Conformity Letter	
6	Duly filled Annexure 4 – Document Checklist	
7	Duly signed and stamped Annexure 9 – Integrity Pact on normal paper (If applicable)	
8	Duly filled Annexure 11 – Certificate of Local Content	
9	Duly filled Annexure 12 – Unpriced bid format(Part I)	
10	Duly filled Annexure 14 – Manufacturer Authorization Form (if applicable)	

4.2 For Part-2 bid (Not to submitted with Part-1/ technical bid)

Sr	Document Description	Submitted (Yes / No)
1	Duly filled Annexure 13 – Price bid format (Part II)	

4.3 For Prospective bidder

Sr	Document Description
1	Annexure 5- Query Format (For tender terms & conditions)
2	Annexure 6- Pre-Bid Meeting Authorization letter (For attending Pre-bid meeting), if any

4.4 For successful bidder

Sr	Document Description
3	Bank guarantee as per format in Annexure 8
4	Duly signed and executed Annexure 9 – Integrity Pact on stamp paper

5. Annexure 5- Query Format

Bidder's Name _____

[Address and Contact Details]

Tender No./ xxxx; Tender Title: _____

Sr. No.	Page #	Point / Section #	RFP Clause	Bidder's Query	Justification/ Comments/ Reason
1					
2					
3					
4					
5					

6. Annexure 6- Pre-Bid Meeting Authorization letter

(To be submitted on company letterhead via email)

To,

Manager (Procurement),
India Post Payments Bank Ltd.,
Corporate Office, 2nd Floor,
Speed Post Centre, Bhai Veer Singh Marg,
Gole Market, New Delhi – 110 001.

Sir/Madam,

Sub: - Authorisation Letter for attending pre-bid meeting – RFP _____

We, _____ (name of the company) hereby authorise the following executive(s) from our company to attend the pre bid meeting of the subject RFP. The details of the authorised personnel are as under;

Sr	Name	Designation	Mobile No	Email ID for VC invite

Yours faithfully,

Authorised Signatory

(Stamp & Sign)

Designation

(Bidder's corporate name)

7. Annexure 7- Bank Guarantee for Earnest Money Deposit
(The non-judicial stamp paper should be in the name of issuing Bank)

Ref.....

Bank Guarantee No.....

Date.....

To
Manager (Procurement),
India Post Payments Bank Ltd.,
Corporate Office, 2nd Floor,
Speed Post Centre, Bhai Veer Singh Marg,
Gole Market, New Delhi – 110 001.

Dear Sir,

1. In accordance with Invitation to Bid under your Reference No....., M/s....., having its Registered / Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at, guarantee and undertake to pay immediately on demand by India Post Payments Bank, the amount of Rs. (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by the valid holder of this Guarantee shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the issuing Bank or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is limited to Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid up to (*the EMD should be valid for 45 days beyond bid validity*); and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of 20..... at

WITNESSES

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

8. Annexure 8- Bank Guarantee for Performance Guarantee
(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

Manager (Procurement),
India Post Payments Bank Ltd.,
Corporate Office, 2nd Floor,
Speed Post Centre, Bhai Veer Singh Marg,
Gole Market, New Delhi – 110 001.

1. In consideration of the India Post Payments Bank, a scheduled bank registered under Reserve Bank of India (hereinafter referred to as the 'Bank' or 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Contractor" or "Vendor" or "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Intent or Purchase Order No..... dated and the same having been acknowledged by the Contractor / Vendor / Service Provider, resulting in a Contract, bearing No..... dated.....valued at..... for (scope of Contract) and the Contractor / Vendor / Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).

2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the ' Issuing Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Issuing Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor / Vendor / Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Bank / Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank / Purchaser under this guarantee, from time to time to extent the time for performance of the Contract

by the Contractor. The Bank / Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Bank / Purchaser and the Contractor or any other course or remedy or security available to the Bank / Purchaser. The issuing Bank shall not be released of its obligations under these presents by any exercise by the Bank / Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Bank / Purchaser or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Issuing Bank.

4. The Issuing Bank also agrees that the Bank / Purchaser at its option shall be entitled to enforce this Guarantee against the Issuing Bank as a principal debtor, in the first instance without proceeding against the Contractor / Vendor / Service Provider and notwithstanding any security or other guarantee the Bank / Purchaser may have in relation to the Contractor's liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Service Provider(s).

6. Notwithstanding anything contained hereinabove:

- (1) Our liability under this guarantee is limited to Rs. (in words & figures).
- (2) This Bank Guarantee will be valid upto; and
- (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Issuing Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....

(Signature)

(Signature)

(Name)

(Name)

.....

(Official Address)

(Designation with Bank Stamp)

9. Annexure 9 - Integrity Pact

(To be submitted by all bidders on normal paper and to be executed on stamp paper by successful bidder)

India Post Payments Bank Limited (CIN U74999DL2016GOI304561), having its Registered Office at Post Office, Speed Post Centre Building, Market Road, New Delhi – 110001, (hereinafter referred to as the “Principal”, “IPPB” or “Buyer”, as the case may be, which expression shall unless repugnant to the context thereof, include its successors, assigns) hereinafter referred to as **“The Principal,”** and _____ hereinafter referred to as **“The Bidder/ Contractor/Service Provider”**

The Principal intends to award contract/s for _____, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.
- 2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.

- a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
- b.
- c. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
- d. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant BNS Act;

- e. Further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- f. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/ Contractors(s) of Indian nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only.
- g. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- h. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption,

or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitors

- 1) The following panel has been appointed as Independent External Monitors (hereinafter referred to as Monitor) by IPPB with approval of Central Vigilance Commission for overseeing and implementation of this Pact in IPPB.

S. No.	IEM	Email ID
1	Smt. Rashmi Goel, IRAS (Retd.)	rashmijaingoel1@gmail.com
2	Shri Muthiah Selvaraj	selvarajmdl@gmail.com

- 2) The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 3) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.
- 4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
- 5) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
- 6) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
- 7) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
- 8) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 9) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant BNS Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 10) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor, 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the Management of the Principal.

Section 10 – Other provisions

- a. This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- b. Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
- c. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- d. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
- e. Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- f. In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

Place ----- Date -----

For and on behalf of Principal

For and on behalf of Bidder/Contractor

INDIA POST PAYMENTS BANK,
2nd floor, Speed Post Centre,
Bhai Veer Singh Marg, Market Road
New Delhi- 110001

M/s Bidder/ Contractor Name,

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Date:

10. Annexure 10- Bid Securing Declaration

Bid Securing Declaration – for Bidders exempted from submission of EMD (on Company Letter-head)

To
Manager (Procurement),
India Post Payments Bank Ltd.,
Corporate Office, 2nd Floor,
Speed Post Centre, Bhai Veer Singh Marg,
Gole Market, New Delhi – 110 001.

Ref: Tender No. _____; Tender Title: _____
Sir/ Madam

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.
2. We unconditionally accept the conditions of this Bid Securing declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender, OR if we:
 - a) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
 - b) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - i. refuse to or fail to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - ii. Fail or refuse to sign the contract.
3. We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us upon:
 - a) receipt by us of your notification
 - i. of cancellation of the entire tender process or rejection of all bids or
 - ii. of the name of the successful bidder or
 - b) forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

.....

(Name and designation)

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

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

11. Annexure 11- Certificate of Local Content

(On Bidder's/Company's Letter Head)

Tender Reference No. _____

To,

Manager (Procurement),
India Post Payments Bank Ltd.,
Corporate Office, 2nd Floor,
Speed Post Centre, Bhai Veer Singh Marg,
Gole Market, New Delhi – 110 001.

Sub: Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 19.07.2024)

Sir,

I..... (authorized signatory) for M/s.....
.....a 'Class I Local Supplier' / 'Class II Local Supplier' (**Tick appropriate option & cut the other one**) 'at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for Class I Local Supplier' / 'Class II Local Supplier' (**Tick appropriate option & cut the other one**) and the Local Content percentage is.....

I also certify that we, M/s..... have not been debarred by any procuring entity from violation of this order.

The details of the location(s) at which the local value addition made is/ are as under:

[Factory Address]

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

COUNTRY OF ORIGIN OF THE PRODUCT _____

For M/s.....

Authorized Signatory

(with company seal & Name)

NOTE: All provisions of Make In India Policy (Preference to Make in India Order, 2017 of DPIIT dated 19.07.2024 and its latest amendments are applicable on this tender

12. Annexure 12 – Unpriced Bid (Part I)

(To be submitted on Bidder's letterhead as part of technical bid)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender No./ xxxx; Tender Title: _____

Sub: - Response to India Post Payments Bank for RFP _____

(Refer Schedule of Requirements Section III, Clause 3 and fill the following)

Sr	Item Description	HSN Code	GST%	Local Content (%)	Description of Goods/Model with OEM	Quantity* Quoted (in Nos.)	Delivery Offered	Destination, State	Bidder's GSTIN
1	Table Top Sound Box cost including 1-year warranty					4,23,600			
2	Pocket type Sound Box cost including 1-year warranty					1,05,900			

*** Quantity quoted cannot be edited by bidder, any editing will lead to disqualification.**

We accept all terms and conditions of the Tender Enquiry (GeM Bid No._____)

For M/s.....

Authorized Signatory

(with company seal & Name)

13. Annexure 13- Price Bid Format (Part II)

(To be submitted on Bidder's letterhead as Financial bid)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Tender No./ xxxx; Tender Title: _____

Sub: - Response to India Post Payments Bank for RFP _____

(Refer Schedule of Requirements Section III, Clause 3 and fill the following)

Sr	Description	Qty (a)	Duration (b)	Unit rate excl taxes (c)	Tax (%)	Unit rate incl taxes (d)	Total cost = a*b*d
1.	Table Top Sound Box cost including 1-year warranty and delivery at bank locations	4,23,600	1				
2.	Pocket type Sound Box cost including 1-year warranty and delivery at bank locations	1,05,900	1				
3.	Monthly maintenance Cost (including Sim cost and Inventory management tool cost)	5,29,500	36				
4.	AMC Cost for 2 nd Year	5,29,500	1				
5.	AMC Cost for 3 rd Year	5,29,500	1				
Total Cost of Ownership (TCO) incl taxes							1+2+3+4+5

Total Value:.....TCO..(To be quoted in GeM Portal)

Bidders to note the following:

1. Minimum AMC cost for 2nd year (line item 4) should be 8% of the average device cost (average of line items 1 & 2).
2. Minimum AMC cost for 3rd year (line item 5) should be 8% of the average device cost (average of line items 1 & 2).
3. Monthly maintenance cost (line item 3) should be between 3-5% of the average device cost (average of line items 1 & 2).
4. The price of type-2 NFC tags has been fixed as Rs.15 plus GST. In case the Bank (through NPCI) provides these tags to the successful bidder, the cost of NFC tag as mentioned above, shall be deducted from the unit cost of soundbox device, and accordingly payment shall be made. In case the bidder provides the NFC tags, the quoted price for soundbox devices shall be applicable.

Nothing except prices will be entertained in part-II of tender.

For M/s.....

Authorized Signatory

(with company seal & Name)

14. Annexure 14 – Manufacturer Authorization Form

(if applicable)

(On Company Letter Head) (To be submitted as part of Technical bid)

OEM's Name _____

[Address and Contact Details]

OEM's Reference No. _____ Date

To,

Manager (Procurement),
India Post Payments Bank Ltd.,
Corporate Office, 2nd Floor,
Speed Post Centre, Bhai Veer Singh Marg,
Gole Market, New Delhi – 110 001.

Dear Sirs,

Ref. Your Tender Document No. (Tend No./ xxxx); Tender Title: GOODS

1. We, -----, are proven and reputable manufacturers of the Tendered Goods. We have factories at----- We hereby authorise M/s----- (name and address of the authorised dealer) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is, dated/ since..... /valid till _____
2. As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
3. Our details are as under:
Name of the Company:.....
Complete Postal Address:
Telephone nos. (with country/ area codes):
Contact persons/ Designation:
Email IDs:
4. We enclose herewith, as appropriate, our ----- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully, ...

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the OEM and seal of company]

15. Annexure 15 – MSA

This Agreement is made at this day of _____, 202__ at New Delhi.

BY AND BETWEEN

INDIA POST PAYMENTS BANK LIMITED, a public limited company wholly owned by the Government of India through Department of Post under Ministry of Communication and set up under the Companies Act, 2013, and the Banking Regulation Act, 1949 as a Payments Bank under the Department of Posts and in line with relevant guidelines of the Reserve Bank of India, having its Registered & Corporate Office at Post Office, Speed Post Centre Building, Market Road, New Delhi – 110001 (hereinafter referred to as the **"Payments Bank" or "Bank" or "IPPB"** which expression shall unless repugnant to the context thereof, include its successors, assigns) and acting through(name) its(designation), of the FIRST PART;

AND

..... having its registered address at,
.....
....., (hereinafter referred to as the **"Service Provider" and/or "Vendor"**, which expression unless repugnant to the context herein shall mean and include its successors in business and permitted assigns) party of the **OTHER PART**.

(The IPPB and Service Provider shall hereinafter be individually referred to as a **"Party"** and collectively as the **"Parties"**.)

WHEREAS:

- I. India Post Payments Bank Limited (IPPB) is a company incorporated and registered under Companies Act, 2013, and issued a Request for Proposal No. dated (hereinafter referred to as **"RFP"**) for selection of a Service Provider for the Project.
- I. The Service Provider had submitted the Proposal in response to the RFP and with the intention of performing its obligation for..... **"the Project"** as per the scope of work detailed in the RFP and this Agreement collectively.
- II. The Service Provider shall do all such acts, as mentioned in this agreement and as per the requirement and upto the satisfaction of the IPPB.

NOW THEREFORE, in consideration of the mutual promises and covenants and conditions herein contained and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound hereby agree and confirm as under:

1. This Agreement establishes the contractual framework for providing the services for and/or such other services as agreed between the Service Provider and the IPPB from time to time in terms of this Agreement executed between the Service Provider and the IPPB in accordance with the procedures set out in this Agreement and the RFP.

2. This Agreement shall operate as a legally binding Contract for service, specifying the terms which apply to the Parties under this Agreement and to the provision of the Services to be rendered by the Service Provider to the IPPB.
3. The purpose of this Agreement is to set out as follows:
- a) Rights and obligations of the IPPB and the Service Provider in relation to services for or such other services as agreed between the Service Provider and the IPPB.
 - b) The manner in which the Services are to be provided by the Service Provider, which shall strictly be in accordance to this agreement.
4. In terms of this Agreement, the Service Provider shall, within the timelines provided in the RFP and under this Agreement:
- a) Shall provide an unconditional and irrevocable Performance Bank Guarantee/performance security in the form of Insurance Surety Bonds, AC Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, Performance bank guarantee from a commercial bank or online payment in the account of IPPB amounting to% of the purchase order issued by IPPB from time to time, or as decided by the IPPB and valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider, to Perform its obligations.
 - b) Fulfil all other obligations of the Service Provider as specified under the RFP and this Agreement.
 - c) Undertake any/all repair, replacement, up-gradation and procurement of equipment necessary for providing the services, at its own cost.
 - d) Provide such suitably qualified, experienced and competent personnel and sub-contractors as may reasonably be required for the performance of the Services towards the execution of Project. If so requested by the IPPB, the Service Provider shall provide evidence of previous experience, qualifications and competence of the personnel engaged in the performance of such services.
 - e) Withdraw and/or bar its employee/s or agent/s from extending such Services, if, in the sole opinion of the IPPB:
 - 1) The quality of Service rendered by the said employee/agent of the Service Provider is not in accordance with the quality or the Scope of Work as per clause 9 of this agreement or upto the satisfaction of the IPPB.
 - 2) It is not in the interest of the IPPB that such employee/agent of the Service Provider continues to be involved in the provision of the Service in relation to the Project.
 - f) Subject to the terms of this Agreement, the Service Provider shall ensure deployment of sufficient number of personnel to provide the required level of services, in a prompt and efficient manner.
 - g) The Service Provider shall not knowingly engage or continue the engagement of any person with a criminal record/ conviction and shall bar any such person from participating directly or indirectly in the provision of Services under this Agreement.

- h) The Service Provider shall not exercise any lien on any of the assets, properties, documents, instruments, or material belongings to the IPPB and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the IPPB.
- i) The Service Provider shall regularly provide updates to the IPPB with respect to the Services provided, and shall meet the designated personnel of the IPPB to discuss and review its performance at such intervals as may be agreed upon between the parties, or whenever called upon by the IPPB to do so.
- j) The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances, applicable with respect to its employees, subcontractors and agents (including all labour laws but not limited to the Minimum wages Act, Provident Fund laws, Workmen's Compensation Act etc.) and shall establish and maintain all proper records as statutorily required as per the law of the land or by code/practice, including but not limited to accounting records, labour and payment records, corporate policy etc., as applicable from time to time, including records and returns etc. which are required to be filed by the Service Provider with the statutory authorities from time to time as per applicable laws.
- k) The Service Provider shall provide, access to its premises and records, being maintained in relation to the Project and with regard to the job being performed thereto as per this Agreement with the IPPB, to the authorized personnel of the IPPB / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel to carry out any kind of process of audit including that of its operations and records related to the IPPB's Management Services, as per the satisfaction of the aforesaid personnel/authority/Service Provider. In addition, the IPPB shall not disturb or prevent Service Provider's performance of activity.
- l) The Service Provider shall ensure that:
 - i) The Service Provider must ensure and confirm due diligence/KYC/verification of its own employees as well as the employees of its sub-contractors/agent and must be able to provide documentary evidence for the same if required.
 - ii) The Service Provider must build adequate safeguards to ensure that the information / documents / records / assets of the IPPB are maintained in a way that the same are safe and there is no sharing/co-mingling of similar data/ information, in any manner, with other organizations to which it may be providing services.
- m) The Service Provider shall ensure preservation of all documents / data in accordance with all legal / regulatory obligations.
- n) The Service Provider shall put in place a Business Continuity Plan (BCP) and share the same with the IPPB.

5. Conditions precedent:

This Agreement is conditional upon the Service Provider having fulfilled all of the Conditions Precedent, which are as follows:

- a. The Service Provider shall provide a Performance Bank Guarantee/Performance Security in the form of Insurance Surety Bonds, AC Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, Performance Bank Guarantee from a commercial bank or online payment in the account of IPPB, to IPPB amounting to% of the purchase order issued by IPPB from time to time, or as decided by the IPPB having validity for a period of 60 days beyond the

date of completion of all contractual obligations of the service provider to Perform its obligations, years by way of security.

- b. The Service Provider shall provide to the IPPB, the certified true copies of its constitutional documents and Board resolutions or equivalent document authorizing the execution, delivery and performance of this Agreement.

6. Non-fulfilment of any Conditions Precedent:

- a. In the event that any of the Conditions Precedent relating to the Service Provider has not been fulfilled, this Agreement shall cease to have any effect as of that date and this Agreement can be terminated at the option of IPPB.
- b. In the event that the Agreement fails to come into effect on account of non-fulfilment of any of the Conditions Precedent, the IPPB shall not be liable in any manner whatsoever to the Service Provider and the IPPB shall notify the Service Provider in writing of such failure and may forfeit the Performance bank guarantee/performance security.
- c. In the event that possession of any facilities and/or data has been delivered to the Service Provider by or through the IPPB prior to the fulfilment in full of the Conditions Precedent, upon the termination of this Agreement, such facilities and data shall immediately revert to the IPPB, free and clear from any Encumbrances or claims.

7. Performance Bank Guarantee/Performance security:

The Service Provider shall at its own expense has deposited with the IPPB, an unconditional and irrevocable Performance Bank Guarantee /Performance Security(PBG) in the form of Insurance Surety Bonds, AC Payee Demand Draft, Fixed Deposit Receipt from a commercial Bank, Performance bank guarantee from a commercial bank or online payment in the account of IPPB.amounting to% of the purchase order issued from time to time, or as decided by the IPPB and valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider.

In the event of the Service Provider being unable to fulfil its obligation under the Agreement or cause delay in providing the requisite service for whatever reason, the IPPB reserves the right to invoke and forfeit the Performance bank guarantee/performance security at its sole discretion.

Notwithstanding and without prejudice to any rights whatsoever of the IPPB under this Agreement, the proceeds of the Performance bank guarantee/performance security shall be payable to IPPB as compensation by the Service Provider for its failure to complete its obligations under this Agreement. The IPPB shall notify the Service Provider in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) with respect to which the Service Provider is in default.

The IPPB shall also be entitled to make recoveries from the Service Provider's bills, Performance bank guarantee/performance security, or any other amount due to the Service Provider, the equivalent value of any payment made to the Service Provider due to inadvertence, error, collusion, misconstruction or misstatement.

The Performance bank guarantee/performance security may be discharged/returned by IPPB upon being satisfied that there has been due performance of the obligations of the Service Provider under this Agreement. However, no interest shall be payable on the Performance bank guarantee/performance security.

8. Term of Agreement:

The tenure of this agreement will be for a period of ____ (____) years from the date of _____ (unless terminated by the IPPB as per the termination clause in this agreement).

However, the Purchase order, during the currency of the agreement, may be issued by IPPB from time to time.

9. Scope of Work:

The Service Provider shall perform its obligations and work as per **Schedule-A** to this agreement.

10. SLA & Timelines

The SLA & timelines shall be as per **Schedule-A** to this agreement.

11. Terms of Payment, Commercials and Service Credits and Debits

The term of payment & the Commercials shall be as per **Schedule-B** to this agreement.

Except as otherwise provided for herein or as agreed between the Parties in writing, IPPB shall not be required to make any payments in respect of the Services other than those covered by the terms of payment as stated under **Schedule-B**.

12. Invoicing, Settlement and Taxation

The Invoicing, Settlement and Taxation shall be as per Schedule-B to this agreement.

13. Representation and Warranty

- i) The Service Provider hereby represents and warrants that:
 - a) It has been duly incorporated in India and is valid as per the existing laws of India.
 - b) It has taken all required measures to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request. An authenticated list of the officers of the Service Provider who are authorized to sign and / or execute this Agreement and / or other related documents, in writing and duly supported by Board Resolution, shall be provided to the IPPB.
 - c) The execution, delivery and performance of this Agreement by the Service Provider in accordance with its terms shall not violate or conflict with its Articles and/or memorandum of association and/or any other organizational documents.
 - d) That it shall comply with all the provisions of the Information Technology Act, 2000 and any other laws for protection of data of IPPB or any of its customers or any data provided by IPPB.
 - e) The Service Provider shall ensure that:
 - i. Nothing in this Agreement would be construed to mean the creation or imposition of any lien, charges or encumbrance upon the capital stock, properties or assets of the IPPB;
 - ii. That there are no judicial or administrative actions, proceedings or investigations pending to the best of its knowledge, which would have a material adverse effect on its capacity to perform its obligations under this Agreement or any of the other documents referred to in this Agreement to which it is a party.

- ii) The Service Provider hereby represents and warrants to the IPPB that it shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.
- iii) The Employees of the Service Provider shall continue to be the Employees of the Service Provider and work under its discretion and shall not claim any employment from the IPPB by the virtue of providing the services, irrespective of the location of their work.
- iv) At no time during the term of the agreement, employees of Service Provider will be treated as employees of the IPPB. The payment of salary, benefits and all related taxes for the employees of the Service Provider will be the sole responsibility of the Service Provider.
- v) The Service Provider agrees, represents and warrants that no officer of the IPPB, director, employee or immediate family member thereof has received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees or agents in connection with this Agreement; and that none of them has a business relationship of any kind with the Service Provider, it's Personnel or any of its other officers.

The express warranties granted above are in addition to all other warranties, whether express or implied. The Service Provider warrants and represents to the IPPB in relation to this Agreement, that:

- i. It has the full legal right, capacity and authority to enter into this Agreement, to perform its obligations hereunder and this Agreement constitutes a legal, valid and binding obligation on the Service Provider. The Service Provider has the power and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary action to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.
- ii. This Agreement is executed by a duly authorised representative of Service Provider.
- iii. The Service Provider shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the conditions stated in this Agreement.
- iv. The execution, delivery and performance by the Service Provider of this Agreement and the compliance by it with the terms and provisions hereof do not and will not: -
 - a) Contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court, governmental instrumentality or Governmental Authority to which it is subject; or
 - b) Conflict with or be inconsistent with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Security Interest upon any of its property or assets pursuant to the terms of any indenture, mortgage, deed of trust, credit agreement, loan agreement or any other agreement, contract or instrument to which it is a party or by which it or any of its property or assets is bound or to which it may be subject; or
 - c) Violate any provision of its memorandum and articles of association or any other similar constitutional documents.
- v. There are no claims, investigations or proceedings before any court, tribunal, governmental body or Governmental Authority in progress or pending against or relating to the Service Provider, which could reasonably be expected to:

- a) Enjoin, restrict or prohibit the transactions as contemplated by this Agreement; or
 - b) Prevent the Service Provider from fulfilling its obligations set out in this Agreement or arising from this Agreement or adversely affecting the validity or enforceability of this Agreement.
- vi. There is no existing ground on which any such claim, investigation or proceeding might be commenced with any reasonable likelihood of success.
 - vii. The service provider undertakes to comply with all regulations/guidelines/directions issued by IPPB or the Reserve Bank of India (RBI), issued from time to time, in relation to the services performed under this agreement.
 - viii. The service provider undertakes to co-operate with the relevant authorities in case of insolvency/ resolution of IPPB.
 - ix. The Service Provider undertakes to provide details of data (related to IPPB and its customers) captured, processed and stored, under this agreement.
 - x. The Service Provider understands that resources of service provider who provide core services are considered as "essential personnel" and the Service Provider undertakes to provide staff necessary to operate critical functions can work on-site during exigencies (including pandemic situations) as desired by IPPB;
 - xi. The Service Provider shall not do or omit to do or cause or allow to be done or omitted to be done any act or thing which would result (or be likely to result) in a breach of this Agreement.
 - xii. This Agreement constitutes a valid and binding obligation of Service Provider enforceable against it in accordance with its terms.
 - xiii. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the IPPB in connection therewith.
 - xiv. The Service Provider undertakes to store all data, configurations, logs etc. pertaining to IPPB , within the territory of India as per regulatory requirement.

b. The Service Provider warrants and represents to the IPPB, that:

- i) The Service Provider is experienced in managing and providing works similar to the Services and that it shall perform the Services with all due skill, care and diligence so as to comply with the conditions as stated in this Agreement.
- ii) The Services shall be provided and rendered by appropriately qualified, trained and experienced personnel.
- iii) The Service Provider has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services.
- iv) The Services will be supplied in conformance with all applicable laws, enactments, orders and regulations.
- v) In the event that such warranties cannot be enforced by the IPPB, the Service Provider will enforce such warranties on behalf of the IPPB and pass on to the IPPB, the benefit of the same and any other remedy received in relation to such warranties.

- vi) IPPB shall have the right to seek information from the service provider about the third parties engaged by the Service Provider to provide services under this agreement.
- vii) IPPB reserves the right to recall data with Service Provider.
- viii) Service Providers agrees to take prior approvals for making changes in the application, if any.
- ix) The Service Provider undertakes to comply with Regulatory and Statutory guidelines and requirements.

Notwithstanding what has been stated elsewhere in this Agreement, in the event the Service Provider is unable to meet the obligations pursuant to this Agreement, the IPPB will have the option to invoke and forfeit the Performance bank guarantee/performance security.

14. COMPLIANCE WITH LAWS:

- i) Each Party to this Agreement accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all applicable laws, rules and regulations. For the avoidance of doubt, the obligations of the Parties to this Agreement are subject to their respective compliance with all applicable laws and regulations.
- ii) The Service Provider shall be responsible for ensuring that the Services comply with all applicable laws and regulations.
- iii) The Service Provider shall direct all enquiries from a Financial Regulator relating to this Agreement to the IPPB unless the enquiry is specifically addressed to the Service Provider by a Financial Regulator or otherwise agreed in writing by the parties.
- iv) Where the Service Provider is responsible for dealing with any enquiry by a Financial Regulator, in accordance with this clause, it shall, unless contrary to the Financial Regulator's directions, as soon as practicable notify and consult fully with the IPPB regarding such matters as are relevant to this Agreement prior to responding to the enquiry.
- v) Each Party shall provide to the other party all reasonable assistance in connection with any investigation by any Financial Regulator, the provision of any information relating to the Services reasonably requested by the other party or by the relevant Regulator which is in its possession or control, and shall use reasonable endeavors to ensure that its affiliates and agents do the same.

15. Vicarious Liability

The Service Provider shall be the principal employer of the employees, trainers, agents, contractors, subcontractors, etc., engaged by it and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the IPPB shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, trainers, contractors, sub-contractors etc., of the Service Provider shall be paid by the Service Provider alone and the IPPB shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, trainers, contractors, subcontractors etc. The Service Provider shall agree to hold the IPPB, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the IPPB through the action of Service Provider 's employees,

agents, trainers, contractors, subcontractors, etc.

16. INDEMNITIES AND OTHER PROVISIONS

- A. The Service Provider (the "Indemnifying Party") undertakes to indemnify IPPB (the "Indemnified Party") from and against all Losses, damages, bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's act, negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.
- B. Further, Indemnifying Party will indemnify the Indemnified Party, if the loss to the indemnified party is caused by:
- i. an act or omission of the Service Provider, director/ authorized signatory, its agents, employees, or partners of the firm, proprietor etc. in the performance of the services provided by the Service Provider,
 - ii. breach of any of the terms of this Request for Proposal or breach of any representation or warranty by the Service Provider, use of the deliverables and or services provided by the Service Provider,
 - iii. infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of the work herein Service Provider shall further indemnify the IPPB against any loss or damage to the IPPB's premises or property, IPPB's data, loss of life, etc., due to the acts of the Service Provider's employees, agents or representatives.
 - iv. The Service Provider shall further indemnify the IPPB against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property rights, and third-party claims on the IPPB deliverables at all points of time.
- C. The indemnities set out in point A above shall be subject to the following conditions:
- I. the Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - II. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
 - III. if the Indemnifying Party does not assume full control over the defence of a claim as provided in this Clause, the Indemnified Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be recoverable from the Indemnifying Party;
 - IV. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party, provided that such consent shall not be unreasonably withheld;
 - V. all settlements of claims subject to indemnification under this Clause will
 - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

- v. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- vi. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

17. INDEPENDENT SERVICE PROVIDER

This Agreement is on a principal-to-principal basis between the parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the IPPB or any subsidiary or affiliate thereof.

18. ASSIGNMENT:

The Service Provider shall not assign its obligations to perform under this Agreement to a third party, in whole or in part.

19. SUB-CONTRACTORS

The Service Provider shall not outsource the supply or support to any subcontractor during the entire contract period.

20. INSPECTION AND RIGHT TO AUDIT

- i) The Service Provider shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the IPPB, to the authorized personnel of the IPPB / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to IPPB and to obtain the copy of the any audit or review reports and findings made about the service provider in conjunction with the services performed under this agreement.
- ii) All the clauses specified under this clauses 20 shall be applicable and extended to any entity to which the Service Provider has outsourced or sub-contracted. It shall be the responsibility of the Service Provider to ensure unrestricted access to the authorities/officials as mentioned above to the places where such services are outsourced, for inspection and verification. In accessing Service Provider's premises, the IPPB shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security of Service Provider's premises, subject to acceptance by the IPPB and a copy of the rules & regulations be provided to the IPPB prior to visit. In addition, the IPPB shall keep confidential any information in the possession or custody of Service Provider and shall not disturb or prevent Service Provider's performance of activity.
- iii) The Service Provider shall allow IPPB, Reserve Bank of India & other regulators and statutory authorities to access the documents, records of transaction or any other information given to, stored or processed by the Service Provider relating to this agreement, within a reasonable time failing which Service Provider will be liable to pay any charges/ penalty levied by RBI. The Service Provider shall allow the Reserve Bank of India to conduct audits or inspection of its Books and account with regard to this agreement by one or more of RBI officers or employees or other persons duly authorized by RBI.

21. SECURITY AND SAFETY

The Service Provider shall comply with the directions issued from time to time by the IPPB and follow the industry and statutory standards related to the security and safety, in so far as it applies to the provision of the Services relating to the Project defined as per RFP and this agreement.

Each party to this Agreement shall also comply with the policies in force from time to time at each location of the IPPB in so far as the same apply to the provision of the Services relating to the Project. The policies and standards will be made available to the Service Provider in advance by the IPPB. Any change in the policy shall have timelines as decided by the IPPB for implementation in cases where timelines are not governed by regulatory directives.

The Parties to this Agreement shall make reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the data, facilities or Confidential Information.

The Service Provider shall upon prior intimation by the IPPB or its nominee(s) participate in regular meetings where safety and information technology security matters are being reviewed.

The Parties under this Agreement shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and security.

22. Statutory/ Legal Compliances

The Service Provider agrees, undertakes and confirms absolutely, irrevocably, unconditionally that the entire obligation with regard to: (i) Payment of minimum wages; (ii) Payment of bonus; (iii) Payment of gratuity; and (iv) Any other statutory remittances, which may be applicable from time to time to the resources engaged by the Service Provider shall be principally with the Service Provider and the Service Provider shall also be liable for payment to the resources engaged by him/them any revision in aforesaid laws affected by appropriate Government and liability and duty of the IPPB shall be limited only to the extent of reimbursement of the bills properly raised and not otherwise. If any liability, obligation, burden, claim or cost are suffered or incurred by IPPB on account of breach by the Service Provider of the provisions of this clause, the Service Provider shall forthwith reimburse the same to the IPPB without any demur or protest whatsoever.

The Service Provider hereby indemnifies IPPB against any harm or cost or claim incurred or suffered by the IPPB due to breach of the Service Provider in terms of the obligations herein. The Service Provider will furnish proof of compliance of all labour laws requirements including obtaining licenses, filing of monthly/ quarterly and annual returns and any other statutory requirement within 15 days from the due date and furnish calculations and proof of payments made to all Government/Statutory Authorities under PF, ESIC, Labour Welfare Fund Act, Payment of Bonus Act, Minimum Wages Act, Payment of Wages Act, etc., within 15 days of the statutory time limit allowed under the respective Acts.

Notwithstanding anything contained in this AGREEMENT or in any other documents

- i) Under no circumstances shall IPPB be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Agreement, even if IPPB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business;
- ii) IPPB shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Service Provider or its Personnel or any other person engaged by the Service Provider in the course of performance of the Service Provider's obligations under this AGREEMENT

23. Taxes

The Service Provider, its directors and employees shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, State and / or central laws, rules and / or regulations as may be prevalent and as amended from time to time in relation to the Services rendered pursuant to this AGREEMENT. Notwithstanding anything contained in this AGREEMENT, the IPPB shall not be liable nor responsible for collection and/ or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by the Service Provider under the local, State and / or central laws, rules and / or regulations as may be prevalent and as amended from time to time.

24. Miscellaneous

- A. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider on demand.
- B. The IPPB shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the IPPB in case of any emergencies.
- C. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against IPPB.
- D. Solution provider other than OEM/OSD should be OEM's authorized vendor and have a back-to-back arrangement with the Original Equipment Manufacturer (OEM). Further, during the Annual Maintenance Contract/ Annual Technical Support Service period, if the authorized vendor is unable to fulfill any job or configuration as outlined in the RFP scope, then the vendor must get this particular task completed through the OEM at no additional cost to the Bank.

25. Penalties

The penalties shall be as per **Schedule-B** to this agreement.

26. PROPRIETARY RIGHTS:

- i) All deliverables and the intellectual property rights (whether registered or not) relating to the said services provided under this Agreement shall be the proprietary of IPPB and shall be subject to the confidentiality provisions of this Agreement.
- ii) This Agreement shall in no way be construed to grant any right, license or authorization nor shall it any way be deemed to create any interests, charge or lien in favour of the service provider to use the computer programs, software, and/ or related documentation used or supplied by IPPB for any purpose except as permitted in this Agreement.
- iii) The IPPB master file as well as the transaction data file and related files, reports, studies supplied by the IPPB under this Agreement are subject to the proprietary rights of the IPPB, as well as the Confidentiality provision of this Agreement.

27. SUCCESSORS:

This Agreement binds the executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein.

28. NON-EXCLUSIVE AGREEMENT:

This Agreement is on non-exclusive basis and the Service Provider shall not have any exclusive right to provide the Services to the IPPB. The IPPB shall be free to engage any other Service Provider/s or may entrust services similar to the Services or any part thereof to any person/s or company or firm etc.

29. Relationship of the Parties:

This Agreement, which is a Contract for Service, shall not constitute the appointment of either Party as the legal representative or agent of the other Party. No Party to this Agreement shall have any right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party to this Agreement except as may be specifically provided in this Agreement, neither party shall assume or be responsible for any liability or obligation that arises from any act or omission to act of, the other party however or whenever arising.

30. Termination of Contract

- IPPB shall have the option to terminate this agreement any time or at any stage in the scenarios listed below.
 - Non-delivery of services or non-performance by the service provider
 - Service levels committed not met with by the service provider
 - Breach of obligations of the service provider or any act of the service provider amounting to financial loss, damages, penalties levied on IPPB by regulator or any statutory authority
- It is clarified that the service provider shall not terminate this Agreement for convenience.
- IPPB reserves the right to recover any dues payable by the service provider from any amount outstanding to the credit of the service provider, including the pending bills and/or invoking & forfeiting the Performance bank guarantee/performance security, if any, under this agreement.

IPPB may also terminate this agreement, on convenience, at its own discretion by providing prior written notice of Ninety (90) days to the Service Provider without assigning any reasons.

31. BLACKLISTING

If the Service Provider fails to perform the obligations as per this agreement and the RFP or his/her performance is found to be unsatisfactory by the IPPB (India Post Payments Bank Ltd.), the IPPB may at its sole discretion blacklist the Service Provider from participating in any offer by the IPPB calling Bids, for a period of __ years.

32. MATERIAL BREACH

In the event that either Party believes that the other Party is in Material Breach of its obligations under this Agreement, such aggrieved Party may terminate this Agreement upon giving a ____ (__) days' notice for curing the Material Breach to the other Party. In case the Material Breach continues, after the notice period, the IPPB or the Service Provider, as the case may be will have the option to terminate the Agreement. Any notice served pursuant to this Clause shall give reasonable details of the Material Breach, and the termination will become effective.

33. EFFECTS OF TERMINATION

In the event that the IPPB terminates this Agreement pursuant to failure on the part of the Service Provider to comply with the conditions as contained in this agreement and depending on the event of default, Performance Guarantee furnished by Service Provider shall be invoked/forfeited.

34. Termination due to bankruptcy of Service Provider, if Service Provider files for declaration of bankruptcy before the appropriate forum.

The IPPB may serve written notice on the Service Provider at any time to terminate this Agreement with immediate effect in the event that the Service Provider reporting an apprehension of bankruptcy to the IPPB or its nominated agencies.

35. LIQUIDATED DAMAGES

As per Sec IV of GCC (clause no 9.12: Liquidated Damages).

36. Fraud by Service Providers Personnel

The IPPB reserves its right to initiate criminal action against the agents/ employees of the Service Provider for fraud or misappropriation, besides stringent penalties Under the applicable laws, the IPPB may call for termination of this Agreement if the IPPB, in its sole discretion finds it necessary to do so. The Service Provider agrees that any decision of the IPPB in this respect shall be final and binding on the Service Provider.

37. Business Continuity Plan (BCP) Requirements

The Service Provider should have proper standards & business continuity plan with required disaster recovery in place to achieve the stipulated uptime & achieve the required SLA's.

Regular testing of the Business Continuity to be done by service provider and the report of the same to be shared with IPPB.

The business continuity plan shall be shared with IPPB by the Service Provider.

38. Force Majeure

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God(natural calamity) or events such as a war, strike, riots, crimes. In case of a FM, the contract frees both parties (bank & the vendor) from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. However, this does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The parties have to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding __ (_____) days, IPPB may at its option terminate the contract.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the service provider would not be liable for imposition of any such sanction so long as the delay and/or failure of the vendor in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

39. Intellectual Property Rights

The name, logo, design, and other intellectual property rights of IPPB is solely the property of the IPPB and in no case the Service Provider shall use the same, except for the purposes mentioned under this agreement and exclusively for the IPPB only.

40. Confidentiality

"Confidential Information" shall mean and includes, without limitation, any and all information, data (including but not limited to customer data/information of IPPB), knowledge, and know-how, whether pertaining to commercial, technical, scientific, operational, administrative, financial, marketing or business affairs, or intellectual property, or otherwise (in whatever form and however communicated) relating, directly or indirectly, to the Provider, which the Provider or its employees, directors, officers, agents, consultants etc., would have disclosed or delivered prior to the date of this Agreement, or is disclosed or delivered after the date of this Agreement, to the Recipient or to any third party on the request of the Recipient, in writing, electronically, verbally, or through visual means, either with the disclaimer of confidentiality or not, or which the Recipient (or such third party) learns, obtains or derives, orally, through observation or through analysis, interpretations, compilations, studies, or evaluations of such information, data, knowledge, or know-how; for clarity, the information, data, knowledge, and know-how includes, without limitation, those in the nature of, or pertaining to, business plans, marketing and financial plans, strategy, projections, policy details, client details, various products, details regarding pricing, technical know-how etc. in respect of such products, and also the documents, registers, books, photographs, notes, renderings, journals, notebooks, computer programs, computer readable video, audio or sound files, and samples relating thereto;

- i) The Service Provider recognises that during the Term of this Agreement, data, documents and/or information, including but not limited to Proprietary Information ("Confidential Information") will be procured and made available to it. Disclosure or usage of the data by any such recipient may constitute a breach of applicable Laws causing harm to the concerned customers of the IPPB. The Service Provider hereby consents to, not disclose any such Confidential Information to any Third Party and demonstrate utmost care, sensitivity and strict confidentiality with regard to any such Confidential Information. Any breach of this Clause will result in the IPPB and its nominees receiving a right to seek injunctive relief and damages without any limit, from the and/or also seek termination, in its sole discretion.
- ii) Each Party agrees as to any Confidential Information disclosed by a Party to this Agreement ("Discloser") to the other Party to this Agreement ("Recipient"):
 - a) To take such steps necessary to protect the Discloser's Confidential Information from unauthorised use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care.
 - b) To use such Confidential Information only for the purposes of this Agreement or as otherwise expressly permitted or expressly required by this Agreement or as otherwise permitted by the Discloser in writing.
 - c) Not, without the Discloser's prior written consent, to copy the Confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise expressly provided in this Agreement, or as required about Recipient's use as permitted under this Clause, or as needed for the purposes of this Agreement, provided that any proprietary legends and notices (whether of the Discloser or of a Third Party) are not removed or obscured.
 - d) Not, without the Discloser's prior written consent, to disclose, transfer, publish or communicate the Confidential Information in any manner to any person except as permitted under this Agreement.
 - e) Promptly destroy all Confidential Information in its possession, to the satisfaction of the Discloser, upon fulfilment of its obligations under this Agreement.
- iii) The restrictions of this clause shall not apply to Confidential Information that:

- a) is or becomes generally available to the any Third Party through no breach of this Clause by the Recipient;
 - b) was in the Recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder, provided the same has been rightfully obtained;
 - c) is developed by the Recipient independently of any of Discloser's Confidential Information;
 - d) is rightfully obtained by the Recipient from Third Parties authorised at that time to make such disclosure without restriction;
 - e) is identified in writing by the Discloser as no longer proprietary or confidential;
 - f) is required to be disclosed by Law, regulation or order of a court or any other regulatory authority in India or to be furnished to the Parliament and/or its Committees, provided that the Recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.
- iv) To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information, with the prior written consent of the other Party, which shall not be unreasonably withheld, to:
- a. its employees, agents and independent contractors and to any of its Affiliates and their respective independent contractors or employees but all of them should in turn be bound to maintain the confidentiality referred to herein on their part; and
 - b. its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Clause and in respect of whom the relevant Party has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose Confidential Information to any entity with the other Party's prior written consent.
- v) The provisions of this clause 40 shall survive the expiration or any earlier termination of this Agreement.
- vi) Confidential Information shall be and remain the property of the Discloser and nothing in this clause shall be construed to grant either Party any right or license with respect to the other Party's Confidential Information otherwise than as is expressly set out in this Agreement.
- vii) Subject as otherwise expressly provided in this Agreement all Confidential Information in tangible or electronic form under the control of the Recipient shall either be destroyed, erased or returned to the Discloser promptly upon the earlier of: (i) the written request of the Discloser, or, (ii) termination or expiry of this Agreement.
- viii) Both Parties agree that monetary damages would not be a sufficient remedy for any breach of this Clause by the other Party and that the IPPB and Service Provider, as appropriate, shall be entitled to equitable relief, including injunction and specific performance as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by a Party of this Clause, but shall be in addition to all other remedies available at Law or equity to the damaged Party.

41. Personnel

- i) Personnel assigned by the Service Provider to perform the Services shall be employees/sub-contractors/consultants of the Service Provider, and under no circumstances will such personnel be considered employees of IPPB. The Service Provider shall have the sole responsibility for supervision

and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and other applicable taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all IPPB obligations under all applicable laws.

- ii) Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

42. Change in constitution

Change in management and the key persons of the service provider monitoring the arrangements under this agreement are to be timely informed to Bank by Service Provider to ensure continuity of operations. Further, the deployed management/ resources should be in line with the expertise requirements to carry out the activities and as per the terms & conditions of this contract and the RFP.

43. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the liability of the Service Provider to IPPB, (whether under the contract, in tort or otherwise), shall be the payment of direct damages only which shall in no event exceed one time the total contract value payable under this Agreement. The liability cap given under this Clause shall not apply to any obligation of the Service Provider, to indemnify the IPPB under clause 16 or security & safety under clause 21 or due to breach of Intellectual Property Rights under clause 26 & 39 or breach of confidentiality obligations under clause 40.

In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage (including but not limited to lost business, lost profits).

44. Performance Monitoring

The performance of the service provider shall be continuous monitored and assessed at a regular interval of ____ months/quarterly/half-yearly.

In case of any deficiency in services by the service provider or non-adherence to the timelines as mentioned under this agreement or the services provided by the Service Provider are not found to be satisfactory by IPPB, then IPPB may terminate this agreement at its own discretion and/or invoke & forfeit the performance bank guarantee/performance security.

45. Transition Requirement

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, IPPB may at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor/ service provider. In such case, IPPB shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a New Service Provider or New Vendor completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by IPPB, at no extra cost to IPPB, for ensuring smooth switch over and continuity of services. If existing Service Provider breaches this obligation under clause 45, it shall be liable for paying a penalty of Rs. _____ on demand to IPPB, which may be settled from the payment of invoices for the contracted period or by forfeiture of Performance bank guarantee/performance security.

46. Notices

- i) Any notice or other document, which may be given by either Party under this Agreement to the other Party ("Notice"), shall be given in writing in person or by registered post or by facsimile transmission.
- ii) In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address set forth below-

If to IPPB;

Name:.....

Designation:

India Post Payments Bank Ltd., Corporate Office, 2nd Floor, Speed Post Centre, Market Road, Bhai Veer Singh Marg, New Delhi-110001

Telephone no.- _____,

E-Mail ID: _____

If to Service Provider;

Name:.....

Designation:

Address:.....

Telephone:

Fax:

Email Id: _____

- iii) Any notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 5.00 pm on a working day at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter), or through e-mail with due acknowledgement of its receipt.
- iv) Either Party to this Agreement may change its representative, address, telephone number, facsimile number and nominated email for notification purposes by giving the other Party reasonable prior written notice of the new information and its effective date.

47. ENTIRE AGREEMENT

This Agreement along with Schedules constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof except as otherwise expressly provided herein.

48. Order Cancellation

IPPB reserves its right to cancel the order (fully or partially) in the event of work not done per the mutually agreed terms & conditions. In addition to the cancellation of the purchase order, the IPPB also reserves the right to appropriate the damages from the performance bank guarantee/performance security (PBG) given by the Service Provider and/or foreclose the performance bank guarantee/performance security for damages / losses incurred by IPPB. The Service Provider shall continue to fulfil the contract to the extent not terminated.

49. COSTS

Each of the parties shall pay its own legal, accountancy and other costs and expenses incurred in relation to the negotiation, preparation and execution of this Agreement.

50. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The English language text of this Agreement shall prevail over any translation thereof.

51. VARIATIONS AND FURTHER ASSURANCE

- i) No amendment, variation or other change to this Agreement shall be valid unless made in writing and signed by the duly authorised representatives of the Parties to this Agreement.
- ii) Each Party to this Agreement agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Agreement.

52. SEVERABILITY AND WAIVER

- i) No waiver of any provision of this Agreement or consent to any departure from it by any party shall be effective unless it is in writing. A waiver or consent shall be effective only for the purpose for which it is given. No default or delay on the part of any Party in exercising any rights, powers or privileges operates a waiver of any right, nor does a single or partial exercise of a right preclude any exercise of other rights, powers or privileges
- ii) Failure or delays on the part of any party in exercising any right, power or privilege under this Agreement and no course of dealing between the Parties shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, power and privilege hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies, which the parties would otherwise have. No notice to or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any of the other parties to any other or further action in any circumstances without notice or demand.
- iii) If any provision of this Agreement, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement and the remainder of the provisions in question which shall remain in full force and effect.
- iv) No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this Agreement of any right, remedy or provision of this Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision. No waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both the parties.

53. SURVIVAL

Cancellation, expiration or earlier termination of the Agreement (i) shall not relieve any Party of any obligations here under which expressly or by implication survive termination hereof; and (ii) except as otherwise provided in any provision of the Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for (a) loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination; and (b) warranties, remedies, promises of indemnity and confidentiality.

54. PUBLICITY AND BRANDING

- i) The Service Provider shall not, without the prior written consent of the IPPB, which shall not be unreasonably withheld or delayed, make any press announcements or publicise this Agreement or any other contract with the IPPB or their respective contents or the business practices of the Parties in any way; or use the IPPB name or brand in any promotion or marketing or announcement of orders.
- ii) Each party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other party and each party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

55. Arrangement between Service Provider & OEM

The service provider shall have back-to-back arrangement with the OEM for fulfilling the obligations under this agreement.

56. Precedence of Documents

If there is any inconsistency between the terms of this agreement & the RFP then, the terms of the RFP will prevail to the extent of any inconsistency.

57. Applicable law and jurisdiction of court

This agreement shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Delhi (with the exclusion of all other Courts).

58. PREVENTION OF CORRUPTION

- i) The Service Provider shall not:
 - I. offer or agree to give any person working for or engaged by the IPPB any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Service Provider and the IPPB or any Governmental Authority; nor
 - II. enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the IPPB or any other Governmental Authority by or for the Service Provider, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the IPPB before execution of this Agreement.
- ii) If the Service Provider (including any employee, Partner, or agent, in all cases whether or not acting with the Service Provider's knowledge) breaches the above provisions of Clause 58(i) ,I & II and/or the Prevention of Corruption Act, 1988 in relation to this Agreement or any other contract with the IPPB, the IPPB may terminate this Agreement by written notice with immediate effect.
- iii) Any termination under the above clause 58 (i) & (ii) shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the IPPB.

Notwithstanding, what has been stated above, for the purpose of interpretation of the responsibilities of the Service Provider under this Agreement, all the terms & conditions of this agreement shall prevail and shall be binding upon the Service Provider.

IN WITNESS WHEREOF the Parties have by duly authorised representatives set their respective hands and seal on the date first above written in the presence of:

IPPB
Signed

For and on behalf of the

India Post Payments Bank Limited

(Name & Designation)_

SERVICE PROVIDER
Signed

For and on behalf of the

.....

(Name & Designation)_

WITNESSES:

1.

(Name, Designation, Organisation, and Signature)

2.

(Name, Designation, Organisation, and Signature)

SCHEDULE-A

The scope of Work, SLA & Timelines

SCHEDULE-B

Terms of Payment, Commercials and Service credits and debits,

Invoicing, Settlement & Taxation

Penalties

16. Annexure 16 – NDA

THIS AGREEMENT is made on this the <*> day of <*> 20--- at <*>, New Delhi.

BETWEEN

India Post Payments Bank Limited a public limited company wholly owned by the Government of India and set up under the Companies Act, 2013, and the Payment Banking Regulation Act, 1949 as a Payments Bank under the Department of Posts and in line with relevant guidelines of the Reserve Bank of India, having its Registered & Corporate Office at 2nd Floor, Speed Post Centre Building, Bhai Veer Singh Marg, Market Road, New Delhi – 110001 (hereinafter referred to as the "Payment Bank" or "Bank", which expression shall unless repugnant to the context thereof, include its successors, assigns) party of the First part;
AND

<*>, a incorporated under the, having its registered office at <*> (hereinafter referred to as the ".....", as the case may be (which expression shall, unless the context otherwise requires, include its permitted successors and assigns), party of the other part.

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

- A. the, is a providing to the Payment Bank.
- B. The Confidential Information shall at all times belong to the Party providing ("Provider" or "Discloser" or "Disclosing Party") such information and shall be provided to the recipient Party ("Recipient" or "Receiving Party") for the specific purposes of achieving the objects of the Service Agreement.
- C. The Parties are executing these presents to set out their understanding with regard to the manner of dealing with the Confidential Information (as defined below).

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

- a) "Agreement" means this non-disclosure agreement, as amended from time to time, and includes all recitals, schedules, annexures or exhibits annexed hereto.
- b) "Agreed Purpose" mean the specific purpose for which the Provider has provided the Confidential Information to the Recipient;
- c) "Confidential Information" shall mean and includes, without limitation, any and all information, data, knowledge, and know-how, whether pertaining to commercial, technical, scientific, operational, administrative, financial, marketing or business affairs, or intellectual property, or otherwise (in whatever form and however communicated) relating, directly or indirectly, to the Provider, which the Provider or its employees, directors, officers, agents, consultants etc., would have disclosed or delivered prior to the date of this Agreement, or is disclosed or delivered after the date of this Agreement, to the Recipient or to any third party on the request of the Recipient, in writing, electronically, verbally, or through visual

means, either with the disclaimer of confidentiality or not, or which the Recipient (or such third party) learns, obtains or derives, orally, through observation or through analysis, interpretations, compilations, studies, or evaluations of such information, data, knowledge, or know-how; for clarity, the information, data, knowledge, and know-how includes, without limitation, those in the nature of, or pertaining to, business plans, marketing and financial plans, strategy, projections, policy details, client details, various products, details regarding pricing, technical know-how etc. in respect of such products, and also the documents, registers, books, photographs, notes, renderings, journals, notebooks, computer programs, computer readable video, audio or sound files, and samples relating thereto;;

d) "Parties" means the Payment Bank and for the purposes of this Agreement and "Party" shall be interpreted accordingly;

1.2. Interpretation

In this Agreement, unless otherwise specified:

- (i) references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, sub-clauses, paragraphs of and schedules to this Agreement;
- (ii) use of any gender includes the other genders;
- (iii) references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- (iv) references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (v) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- (vi) any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- (vii) references to a 'business day' shall be construed as a reference to a day (other than 2nd and 4th Saturday, Sunday and other gazetted holidays) on which the Payment Bank is generally open for business;
- (viii) references to times are to Indian standard time;
- (ix) a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and
- (x) all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

2. TERM

This Agreement will remain in effect for _____ years from the date of execution of this Agreement or years from the date of the last disclosure of Confidential Information, whichever is later ("Term"), at which time it will terminate, unless extended by the provider of information in writing.

3. TERMINATION

The parties to this agreement may terminate this agreement by providing prior notice of thirty (30) days in writing, without giving any reasons for the same. However, the confidentiality obligations of both the parties shall survive a term of (...) years from the date of termination or expiry of this Agreement

4. USE OF THE CONFIDENTIAL INFORMATION; NON-DISCLOSURE

The Recipient hereby agrees that it shall use the Confidential Information only for the Agreed Purpose. Further, the Recipient shall not, except with the prior written consent of the Provider or in accordance with this Agreement disclose, transfer, or use, to its financial or monetary advantage, any such Confidential Information. The obligation of the Recipient contained in this Clause shall not be limited in point in time save and except at such time as the exclusions contained hereof become applicable in respect thereof as per Clause 2 hereof. Also, the Recipient and its Representatives will not disclose to any person the fact that the Confidential Information has been made available to it or its Representatives or that Confidential Information has been provided by Provider to the Recipient and/or its representatives.

5. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

- (a) use the Confidential Information only for the Agreed Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, considering the nature of the Confidential Information, and
- (b) grant access to Confidential Information only to its employees on a "need to know basis" and restrict such access as and when not necessary to carry out the Agreed Purpose.
- (c) cause its employees to comply with the provisions of this Agreement;
- (d) reproduce Confidential Information only to the extent essential to fulfilling the Agreed Purpose, and
- (e) prevent disclosure of Confidential Information to third parties;
- (f) disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Recipient agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Recipient upon making a disclosure under this Clause shall:
 - (i) advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
 - (ii) upon the Provider's request, the Recipient shall either return to the Provider all Confidential Information or shall certify to the Provider that all media containing Confidential Information have been destroyed.
 - (iii) not to remove any Confidential Information from the premises of the Provider without prior written approval of the Provider.
 - (iv) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Provider's prior written approval, from the Provider's premises. Each Party agrees to comply with any and all terms and conditions the Provider may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- (v) Upon the Provider's request, the Recipient shall promptly return to the Provider all tangible items containing or consisting of the Provider's Confidential Information all copies thereof.

The recipient of information agrees that the provider of information shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

6.EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Recipient can demonstrate that such Confidential Information:

- (a) was independently developed by the Recipient; or
- (b) has become generally available to the public without breach of confidentiality obligations of the Recipient; or
- (c) was in the Recipient's possession without restriction or was known by the Recipient without restriction at the time of disclosure; or
- (d) is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Recipient has given the Provider prompt notice of such demand for disclosure and the Recipient reasonably cooperates with the Provider's efforts to secure an appropriate protective order; or
- (e) is disclosed with the prior consent of the Provider; or
- (f) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Provider and was not previously acquired by the Recipient from the Provider under an obligation of confidence; or
- (g) the Recipient obtains or has received such information from a source other than the Provider without breach by the Recipient or such source of any obligation of confidentiality or non-use towards the Provider.

7. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- (a) Each Party recognizes and agrees that all of the Provider's Confidential Information is owned solely by the Provider (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- (b) By disclosing the Confidential Information or executing this Agreement, the Provider does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Provider disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- (c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Provider which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Recipient's disclosure or use of any general learning, skills or know-how developed by the Recipient's personnel under the Service Agreement.
- (d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

8. Governing Law & Jurisdiction

This Agreement, the relationship between the Parties and all rights and obligations arising from any act done or required to be done under this Agreement and the terms herein shall be governed by and construed in accordance with the laws of India. The courts at New Delhi, India shall have exclusive jurisdiction over the subject matter.

9. MODIFICATION / AMENDMENT

No modification, amendment, or other change in this Agreement will be binding on any Party unless consented to in writing to by both Parties.

10. WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:-

- (a) shall be in writing
- (b) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (c) shall be executed by a duly authorized representative of the Party; and
- (d) shall not affect the validity or enforceability of this Agreement in any manner.

11. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement, except the service agreement, if any, executed between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

12. ENTIRE AGREEMENT

This Agreement constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

13. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

14. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

15. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

16. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

17. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Payment Bank:

India Post Payments Bank Ltd.,
Corporate Office, 2nd Floor,
Speed Post Centre, Bhai Veer Singh Marg,
Market Road, New Delhi-110001

If to the:

Attn. <***>

Phone: <***>

Fax No. <***>

18. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

20. DAMAGES:

- a) Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage of the Disclosing Party.
- b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.
- c) Each party agrees to indemnify the other against loss suffered due to breach of contract and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

- d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach may have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

21. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the parties to this agreement i.e Payment Bank and the shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

22. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

WITNESSES:

1. (Name, Designation, Organisation, and Signature)
2. (Name, Designation, Organisation, and Signature)

Payment Bank

[.....]

Signed

Signed

For and on behalf of the

For and on behalf of the

India Post Payments Bank Limited

(Company name)

By: _(signature)_

By: _(signature)_

(Name and designation) _

(Name and designation) _

An authorized signatory duly nominated
pursuant to Board Resolution No. dated of
the

***** End of Document *****

IPPB

 India Post Payments Bank	India Post Payments Bank Limited Corporate Office, 2 nd Floor, Speed Post Centre Building, Bhai Veer Singh Marg, New Delhi 110001, Website: - www.ippponline.com
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Subject: - Procurement of 5,29,500 number of “Merchant Sound Boxes” under CAPEX Model.

Specifications

Particulars	Type
Variant (Type of Sound Box)	4G+2G fall-back
Type	1. Table Pod, 2. Pocket sound box (On the backside of sound box, printed instructions for rebooting, troubleshooting, customer care for Bank & Company etc to be provided)
USB Interface	Type C, Adapter, cable for charging
SIM Type	Micro (M2M) SIM – Bidder to ensure tie-ups with multiple service providers to ensure supply of SIMs as per the requirement.
Sound	90db – 110db for table top type & 70db – 90db for pocket size type
Audio	Support TTS & recorded audio, WAV & MP3
Speaker	3 Watts (For Table top) 2 Watts (For Pocket size)
Indicator Light	Power indicator, Status indicator
RAM	16 MB (Fix)
ROM	16 MB (Fix)
Battery capacity	Rechargeable lithium Ion 2000mAh – 2400mAh for table top type & Rechargeable lithium Ion 800mAh – 1200mAh for pocket size type
Backup	2days – 4 days for continuous usage
NFC enabled (For contactless payments – UPI Tap and Pay)	Yes (Type 2 Tag). Optional. Bank may procure NFC tags directly and supply it to successful bidder.
Languages	All Regional languages
Voice	Customizable as per Bank’s requirement
Warranty period	Three years (1 Year standard warranty +2 Year extended)
Proposed tenure of contract	5 Years
Scope of warranty	All hardware & software malfunctioning to be rectified/repared/replaced by vendor free of cost and to avoid any inconvenience to the merchants. Hence bidder will assume total responsibility for fault free operations of the product proposed and maintenance thereof during the support period.
Certification	BIS Certification (Mandatory) Cert-In RoHS
Software updates etc.	All updates related to software, patches, version etc. should be provided/done by selected vendor time to time at no cost basis and also should have capabilities to manage the devices centrally or Regionally in order to have analytical view or to broadcast some marketing audios etc.
Location Capturing (One time)	Yes, to get tier classification data location capturing feature at the time of installation of sound box to be explored.
Ownership of Hardware & Software	The selected vendor will transfer the ownership of hardware (Merchant Sound Box only) & associated software to IPPB once the project is started.

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Particulars	Type
After Sales Support	Dedicated helpdesk availability from 6am till 10pm to handle and resolve queries related to sound box functioning.
Compliance	The sound box and associated software etc. should comply with information security and RBI guidelines.
Software updates etc.	All updates related to software, patches, version etc. should be provided/done by selected vendor time to time at no cost basis.

Requirement of Inventory management tool / MQTT / TMS / DMS:

1. MQTT Server	
Mandatory Requirements	
1.1 The solution shall provide an MQTT broker supporting MQTT with TLS encryption.	
1.2 The server must support Quality of Service (QoS) levels 0, 1, and 2 to ensure reliable delivery of transaction alerts.	
1.3 The system shall support 5 Lakh+ concurrent device connections with elastic scalability.	
1.4 The server shall provide persistent sessions, ensuring no transaction notification is lost in case of temporary device disconnection.	
1.5 The solution shall support authentication and authorization using OAuth2.0 / JWT tokens, along with role-based access control.	
1.6 The server must be deployable in High Availability (HA) cluster mode with load balancing and automatic failover.	
1.7 The MQTT server shall be capable of integration with the Bank's UPI transaction switch/backend for publishing real-time transaction confirmations.	
Desirable Requirements	
1.8 Support for multi-tenancy to segregate devices by region, branch, or any other hierarchy levels.	
1.9 In-built monitoring dashboard to visualize device connectivity, throughput, and system health.	
1.10 Support for bridging with other protocols (e.g., AMQP, HTTP, WebSockets) for integration flexibility.	
2. Terminal Management System (TMS)	
Mandatory Requirements	
2.1 The bidder shall provide a centralized TMS to manage all deployed merchant sound boxes.	
2.2 The TMS shall support secure onboarding, provisioning, and mapping of devices to merchant IDs.	

2.3 The system shall allow Over-the-Air (OTA) updates for firmware, configuration, and parameters (e.g., language settings, bank branding).

2.4 The TMS shall provide real-time monitoring of device health including network status, battery level, and speaker functionality.

2.5 The TMS must support remote diagnostics, remote restart, and remote lock/unlock of devices.

2.6 The solution shall maintain a complete audit trail of all device actions and configurations.

2.7 The TMS shall comply with RBI/NPCI guidelines on IT systems, data security, and fraud prevention.

Desirable Requirements

2.8 Support for geographical tagging of devices for region-wise monitoring.

2.9 AI/ML-based predictive maintenance to identify failing devices before downtime.

2.10 Integration of TMS alerts with Bank's monitoring and incident management systems.

3. Database Management Software (DBMS or DMS)

Mandatory Requirements

3.1 The solution shall include a robust DBMS for storing merchant details, device inventory, transaction metadata, and operational logs.

3.2 The DBMS must support high throughput ($\geq 10,000$ transactions per second write capacity) and low-latency query response.

3.3 The database shall be capable of horizontal scaling with clustering, partitioning, and sharing mechanisms.

3.4 Data shall be encrypted at rest and in transit.

3.5 The DBMS must support role-based access control, audit logging, and compliance with RBI IT Act, PCI DSS, and GDPR.

3.6 The system shall support replication, backup, and disaster recovery (DR) site synchronization with defined RPO/RTO.

3.7 The DBMS shall expose APIs for integration with Bank's CBS, merchant applications, and reporting dashboards.

Desirable Requirements

 India Post Payments Bank	India Post Payments Bank Limited Corporate Office, 2 nd Floor, Speed Post Centre Building, Bhai Veer Singh Marg, New Delhi 110001, Website: - www.ipponline.com
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3.8 Support for real-time analytics and BI dashboards for merchant usage, adoption, and transaction trends. The dashboard should be available for download in excel/pdf formats.
3.9 Native support for time-series data storage for logging device performance metrics.
3.10 AI/ML-readiness for fraud detection, anomaly detection, and predictive insights.
4. General Requirements (Across MQTT, TMS, DBMS)
All software components must be deployable in cloud, on-premise, or hybrid environments.
The solution must support multi-region deployment to ensure business continuity.
The vendor shall provide comprehensive documentation, APIs, and SDKs for integration with existing Bank systems.
The vendor shall provide 24x7 support with defined SLAs, along with annual maintenance contracts (AMC) for 3–5 years.
The system must be scalable to support at least 5 Lakh merchant devices in the first phase, with a roadmap for higher capacity.
5. Additional Requirements
i) Merchant App: Merchant must be provided with a Merchant App for tracking out the payments/credits. Also, bidder needs to provide related API/SDK for integration with Bank’s app without extra cost to the Bank.
ii) Merchant Portal: Customized Portal for merchants where they can place request for Sound box devices in single/bulk mode, register the complaints for repair/replacement, track the device delivery. The portal should also enable push notification from bank for cross selling like digital personal loan. Also, bidder needs to provide related API for integration with Bank’s portal without extra cost to Bank.
iii) Bank Portal: Portal for raising the request and tracking the delivery & installation to be provided by the bidder to the bank. This portal may also be integrated with Bank’s internal portals. So necessary support for the same needs to be provided without extra cost to the Bank.
a. Functionalities for uploading details of merchants where sound box devices to be delivered and installed to be provided.
b. The portal should have the download option for report generation at different levels (Zones/Region/BCC) which should contain date of delivery and date of installation with the signed copy, from merchant having given the demo
c. The portal should also have the provision to handle the complaints/Quires related to services.
a) For the applications developed as per the requirement of the Bank by the bidder, Bank shall own the Intellectual Property Rights
b) The Vendor should provide to the Bank the Source code, object code / executable code, unit test cases, unit test code, and compilation procedures (build/make file, build scripts etc.). Source code quality report using reputed Code Quality Tools, Test Scripts for CIT / SIT / UAT of the developed application / customizations and subsequent upgrades, if any.
c) Transferring the ownership of all software developed / customized / configured / procured. All licenses & support related documents should be in the name of Bank.

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d) In case of any change/modification in Source Code, all necessary functional and technical documentation (Technical specifications, Integration specifications, Application architecture/design, Integration architecture / design, Test Cases documentation for CIT / SIT / UAT, Deployment guide on infrastructure servers, and Release notes) must also be delivered along with source code.
e) The software development will be carried out as per standard software development process and taking into consideration best practices followed worldwide.
f) The software developed should be compatible with the current infrastructure of the Bank and should be forward compatible.
g) The vendor shall undertake to provide appropriate on-site resource as well as other resources required as per Bank's requirement, to execute the various tasks assigned as part of the project, from time to time.
h) Selected Bidders/Service providers should provide a dash board utility to the bank (for access by branches /Regional offices /Zonal offices/Digital operations) with the following facilities
Portal should allow login with pre-created User ids as allotted by the bank to its field functionaries
The portal should have inventory management capabilities and tracking mechanism for Sound boxes dispatched, acknowledged, issued or in stock etc.
Report option to generate Regions wise/Zone wise indent report on a daily /period wise report and installation status

1. The repair / replacement will be carried out using the BNPL account of the branches. One-way charges will be incurred by the bank. The bidder has to bear the charges for one-way shipment for the repair / replacement cases.
2. Any charges related to integration with bank system with the selected vendor will be as per the change request raised by the Bank in due course.

Damage, Repair, Technical faults etc.

Sr. No.	Particulars
1	If any technical issue occurs in sound box during any time of warranty period, Merchant can lodge a complaint on either toll-free number of Bank or any helpline number assigned by Bank / Sound box providing company.
2	Any minor software related fault can be solved over the call.
3	If any fault is within the scope of warranty then sound box company will arrange for the suitable solution.
4	If any physical damage, damage due to water spillage, happens to sound box then merchant will bear the actual cost of repair and replacement.