



**BID DOCUMENT**

**FOR**

**Outsourcing of Un-binding, Bar-coding, scanning, uploading and rebinding of files for Document Management System**

**Ref: CO:ITD:1411/R1:2020-21 Date: 19/10/2020**

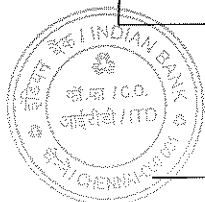
**Last Date for Submission of Bid: 10/11/2020 (03.00 PM)**



**Indian Bank  
Information Technology Department  
Corporate Office,  
254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai - 600 014**

**Ref: CO:ITD:1411/R1:2020-21**
**Date: 19/10/2020**
**SCHEDULE**

1)	Tender Reference Number and Date	RFP No. CO:ITD:1411/R1:2020-21 dated 19/10/2020
2)	Last date for seeking Pre-bid clarifications/ queries through email @ krishna.prasad2@indianbank.co.in RAJESH.JADON@indianbank.co.in THIAGARAJAN.RAMAMURTHI@indianbank.co.in uthayakumar.palaniyappan@indianbank.co.in	22/10/2020 AT 5:00 PM
3)	Pre Bid meeting	23/10/2020 at 11:30 AM
4)	Last Date & Time for submission of Bids in Online Mode	10/11/2020 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	10/11/2020 at 03:00 PM to be submitted to  Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document  (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: <b>Account No.: 743848138</b> <b>Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II</b> <b>IFSC Code: IDIB000H003</b> <b>Branch: Harbour</b> Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2
7)	Earnest Money Deposit/Bid Security	₹5,00,000/- (Rupees Five lakh only)  valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable ₹ 5,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)



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9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	10/11/2020 at 03:30 PM  Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Nextenders (India) Pvt. Ltd. through website <a href="https://indianbankeprocure.etenders.in">https://indianbankeprocure.etenders.in</a>

This RFP document can be downloaded from the website: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and no paper publication will be done for the same.



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**SECTION – I**  
**INVITATION FOR BIDS (IFB)**

1. Indian Bank invites bids for Outsourcing the activities of Un-binding, Bar-coding, scanning, uploading and rebinding of files for Document Management System through e-tendering mode. Bank intends to engage vendor for digitisation and archival of documents (DMS) in phased manner. In the initial phase, the DMS will be implemented at Banks Corporate Office Departments, Chennai & Kolkata Main Office.

2. The cost of the bid document is Rs.5,000/- (Rupees Five Thousand only). The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on the date of submission of bid (offline mode under schedule 6).

Further information can be had from the bank at the address given below from 10.00 to 17.00 hours on all working days.

**Information Technology department,  
Indian Bank, Head Office, 7<sup>th</sup> floor,  
66, Rajaji Salai,  
Chennai – 600001  
Phone Nos. 044-2527 9827, 2526 9719/03**

**E-mail: [krishna.prasad2@indianbank.co.in](mailto:krishna.prasad2@indianbank.co.in)  
[RAJESH.JADON@indianbank.co.in](mailto:RAJESH.JADON@indianbank.co.in)  
[THIAGARAJAN.RAMAMURTHI@indianbank.co.in](mailto:THIAGARAJAN.RAMAMURTHI@indianbank.co.in)  
[uthayakumar.palaniyappan@indianbank.co.in](mailto:uthayakumar.palaniyappan@indianbank.co.in)**

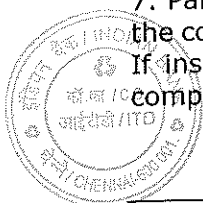
3. Bidders should enroll/register before participating through website - <https://indianbankeprocure.etenders.in>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6) of this tender.

4. Part I contains compliance details of the specifications for which bid is invited for. No column shall be left blank or altered.

5. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.

6. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.

7. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for



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rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

8. All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFP, due date, name of the Bidder, Offer reference number etc. and addressed to,

**THE CHIEF MANAGER,  
EXPENDITURE DEPARTMENT,  
INDIAN BANK, CORPORATE OFFICE,  
No. 254-260, AVVAI SHANMUGAM SALAI  
ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e 15.00 hours on 10/11/2020). The Technical quotations will be opened at 15:30 Hrs on 10/11/2020.

9. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.

#### 10. PRE-BID MEETING

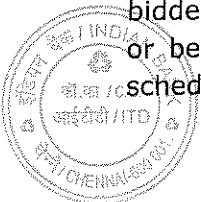
- a. A pre-bid meeting is scheduled to be held at the following address at **11:30** hours IST on **23/10/2020**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Information Technology Department  
Indian Bank Head Office  
2<sup>nd</sup> Floor, 66, Rajaji Salai,  
Chennai – 600 001.**

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e Rs.5,000/- (non-refundable) (For each product) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 6. Bidders have to ensure that cost of bid document i.e. Rs.5,000/- has already been remitted to the account as mentioned in Schedule 8, or dispatched through demand draft (Copy of demand draft to be attached), to the above mentioned address, before raising the queries through email.

Such Bidders who have not chose to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (schedule 6) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.

In case, if bidders are unable to attend the pre-bid meeting in person, same will be addressed through Video Conference/Skype/Web-ex on **23/10/2020** only for the bidders who have submitted the queries within the timelines stipulated in RFP (i.e., on or before **22/10/2020**) and transferred the amount in the account as detailed in schedule 6.



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- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank in the format provided at least two days before the date of meeting to the following email ids:

**E-Mail –[krishna.prasad2@indianbank.co.in](mailto:krishna.prasad2@indianbank.co.in)  
[RAJESH.JADON@indianbank.co.in](mailto:RAJESH.JADON@indianbank.co.in)  
[THIAGARAJAN.RAMAMURTHI@indianbank.co.in](mailto:THIAGARAJAN.RAMAMURTHI@indianbank.co.in)  
[uthayakumar.palaniyappan@indianbank.co.in](mailto:uthayakumar.palaniyappan@indianbank.co.in)**

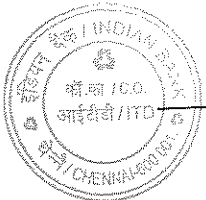
The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.

**11. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:**

- a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- b. If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFP.
- c. In case of more than one such MSE, the supply shall be shared proportionately to tender quantity.
- d. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- e. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- f. MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- g. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises. Proof of the same to be submitted.
- h. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).

12. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

13. **Make in India:** This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019



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and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020.

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

i. Definitions: For the purpose of this tender

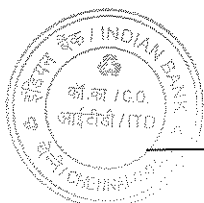
- a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the bank, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 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 under this 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 under this 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 20%, as defined under this Order.
- e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

ii. Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

iii. Purchase Preference

- a. Subject to the provisions of this Order and to any specific instructions issued by the bank or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.

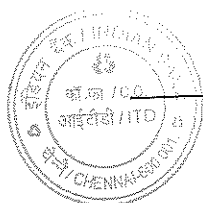




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- b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  2. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In the procurements of goods or works which are covered by para ii(b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- v. Verification of Local Content:
- a. The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.



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- b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

#### 14. Restriction of Bidders from Countries sharing Land Borders with India:

Any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

"The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain 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 procurement process.



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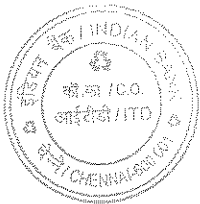
The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership Interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.

An agent is a person employed to do any act for another, or to represent another in dealings with third person.



## SECTION II – INSTRUCTIONS TO BIDDERS

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**SECTION – II**

**INSTRUCTIONS TO BIDDERS**

**1. INTRODUCTION**

The bidder is expected to read the instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

**2. AMENDMENT/CLARIFICATION TO BIDDING DOCUMENTS**

**2.1** At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder/s, may modify the bidding document by amendment/s or provide clarifications.

**2.2** All prospective bidders may check bank's website and e-procurement website for clarification(s)/amendment(s) and it will be binding on them.

**3. DOCUMENTS CONSTITUTING THE BID**

The bidder shall furnish as part of their bid, documents establishing the bidder's eligibility to bid and their qualifications to perform the contract, if their bid is accepted.

As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

The documentary evidence of the bidder's qualifications to perform the contract if their bid is accepted shall be established to the bank's satisfaction:

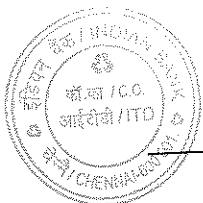
- i.that, the bidder has the financial and technical capability necessary to perform the contract;
- ii.that, the bidder meets the qualification requirements.

**4. DOCUMENTS ESTABLISHING GOODS' CONFORMITY TO BIDDING DOCUMENTS**

**4.1** The bidder shall furnish, as part of their bid, documents establishing conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the Contract.

**4.2** The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of:

- a. A detailed description of essential technical and performance characteristics of the goods;
- b. An item-by-item commentary of the purchaser's technical specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.



## 5. BID SECURITY (EARNEST MONEY DEPOSIT)

**5.1** The Bidder should upload at the time of online submission of Bid, as part of its bid, a bid security in the form of a bank guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (format-4 in Section VI) for a sum of Rs.5,00,000/- (Five lakh only) and valid for 135 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required.

**5.2** Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder.

**5.3** The successful Bidder's Bid Security will be discharged upon the Bidders signing the Contract and furnishing the Performance Security.

**5.4** The bidder will forfeit the Bid Security

a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or

b) in the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Security.

## 6. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for the period of 90 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bid validity shall be extended, if required by the Bank.

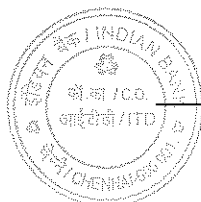
## 7. FORMAT AND SIGNING OF BID

**7.1** The person or persons signing the bid shall sign all pages of the bid document, except for un-amended printed literature.

**7.2** Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the bid.

## 8. OPENING OF BIDS BY BANK

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at **15:30 hours on 10.11.2020**.
- Bank shall call the commercial bids through Reverse Auction. Advance Intimation will be given to all qualifying bidders of commercial bid about the date and time of reverse auction.
- The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder.



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## 9. CLARIFICATION OF BIDS

During evaluation of the bids, the Bank may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

## 10. EVALUATION CRITERIA

### 10.1 General Evaluation

- Bids will be short-listed based on the qualification criteria specified in the bid and compliance to Technical specifications.
- Prior to the detailed evaluation, the bank will determine the substantial responsiveness of quote documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.
- The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- The Bank at its discretion may modify any minor criteria in the bid, which does not affect the relative ranking of any Bidder.
- The bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- Evaluation may include visit to major locations of the earlier clients of the bidder, and discussion with them.
- Bank reserves the right to negotiate with lowest bidder for further reduction in price under exceptional circumstances.
- The Bidder should satisfy all the qualification criteria mentioned in Section V of this bid.

### 10.3 Commercial Evaluation

- Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 (Lowest) bidder for awarding contract.
- The comparison of prices among the vendors shall be between the total price quoted inclusive of all duties, levies, warranty, installation charges but exclusive of taxes only of the goods offered etc.

## 11. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

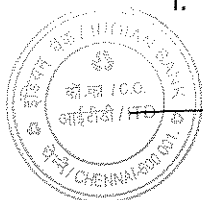
The bank reserves the right to accept or reject any bid; annul the bidding process and reject all bid(s) at any time prior to awarding contract, without assigning any reason and without thereby incurring any liability to the affected bidder or bidders.

## 12. NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the L1 (Lowest) vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

## 13. OTHER TERMS AND CONDITIONS

- The cost of preparing the proposal including visit / visits to the bank is not reimbursable.



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- ii. The bank is not bound to accept any of the proposals submitted and the bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason there for.
- iii. All pages of the bid document, clarifications/amendments if any should be signed by the authorised signatory and kept with Part-I.





**Section III – CONDITIONS OF CONTRACT**

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### SECTION – III – CONDITIONS OF CONTRACT

#### 1. USE OF CONTRACT DOCUMENTS AND INFORMATION;

**1.1** The successful bidder shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the successful bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

**1.2** The Successful bidder shall not, without the purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the contract.

#### 2. PERFORMANCE GUARANTEE

Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the Performance Security equivalent to 10% of the Contract Amount in the form of a Bank Guarantee, valid for 7 months with further one-month claim period. The bidder has to extend the Bank Guarantee if the project is not completed as per delivery schedule.

The Performance Security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

If not invoked, the Performance Security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

#### 3. DELIVERY SCHEDULE

The bidder shall complete digitization of old and existing documents at Corporate Office and Kolkata Main Office within 90 Bank working days from the date of operationalization of Application Software at Central Site. If, however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period. Bidder shall arrange for Road Permits wherever required. Any letter required for this will be given by the Bank.

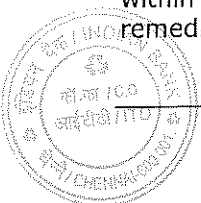
#### 4. PAYMENT TERMS

Payment will be made for the completed work on monthly basis as per the progress of Scanned images in the searchable format ported/stored onto Central Depository Server. Payment will be made based on the verification of the digitized data record in the central storage.

No advance payment will be made. TDS, if any, will be deducted while releasing the payment. The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

#### 5. LIQUIDITY DAMAGES

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a



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sum equivalent to 0.5% of the Invoice price of delayed item for each week or part thereof of delay until actual delivery/installation or performance. If the installation and making the complete system up and running is not possible due to delayed item, a sum equivalent to 0.5% of the total Contract Value will be deducted for each week or part thereof of delay until actual delivery/installation or performance, up to a maximum deduction of 10% of total Contract Value. If the equipments are not delivered/installed in time, the Bank may consider termination of the contract.

#### 6. INDEMNITY CLAUSE

If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.

#### 7. COVERAGE OF ALL BANKS UNDER THE EPF AND MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

#### 8. TERMINATION FOR INSOLVENCY

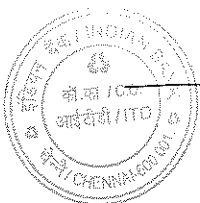
If the successful bidder becomes Bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous action in consequence of debt; then the Purchaser may at any time terminate the contract by giving written notice to the Successful bidder.

If the contract is terminated by the Purchaser in terms of this Clause, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

In case the termination occurs before implementation in all the locations in terms of this clause, the purchaser is entitled to make his claim to the extent of the amount already paid by the purchaser to the successful bidder.

#### 9. TERMINATION FOR CONVENIENCE

- a. The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. Bank will pay for the services availed till the date of termination on submission of invoices and documents.



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- b. The equipment maintenance services for which renewal happened within 30 days after the supplier receipt of notice of termination shall be accepted by the Bank at the contract terms and prices. For the remaining services Bank may elect:
- To have any portion completed and delivered at the contract terms and prices; and/or
  - To cancel the reminder and pay to the supplier an agreed amount for partially completed services.

#### 10. TERMINATION FOR DEFAULT

The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part :

- I. If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- II. If the Supplier fails to perform any other obligation(s) under the Contract.
- III. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

**"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

**"unethical practice"** means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and successful bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, successful bidder shall continue performance of the Contract to the extent not terminated.

#### 11. FORCE MAJEURE

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, acts of the Central/State government, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten)



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days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming vendor / Service Provider.

## 12. SETTLEMENT OF DISPUTES

1. If any dispute or difference of any kind whatsoever shall arise between the Bank and the successful bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

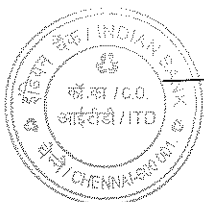
2. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the successful bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration subject to Settlement of Disputes, Para-XII, Clause-5 hereinafter mentioned. Arbitration may be commenced prior to or after delivery of the goods under the contract.

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Bank and a domestic Successful bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and the Successful bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, which appointment shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association, both in cases of the Successful bidder and the Bank, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined



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by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

4. Notwithstanding any reference to arbitration herein,

a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b) The Bank shall pay the successful bidder any monies due to the successful bidder

5. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redressal/ other legal recourse.

### 13. JURISDICTION

Any dispute arising out of this order will be under the jurisdiction of Courts of law in Chennai.

### 14. NOTICES

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above. A notice shall be effective when delivered or on the notice's effective date.

### 15. CONFIDENTIALITY

The Company and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

### 16. IT ACT 2000

The equipment to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

### 17. LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to the contract value. This limit shall not apply to third party claims for

a. IP Infringement indemnity.

b. Bodily injury (including Death) and damage to real property and tangible property caused by supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender.

### 18. EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful bidder shall render all



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reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

#### 19. RIGHT TO ALTER QUANTITIES

The Bank may at its discretion,

- Increase the requirement up to 10% at the time of placing order with vendor and,  
Or
- Decrease the requirement up to 10% at the time of placing order with vendor.
- Repeat order can be placed within 1 year from the date of last supply date of original purchase order subject to no downward trend in prices and the cumulative repeat order quantity should not exceed more than 100% of original quantity as mentioned in original purchase order.

#### 20. INSPECTION, QUALITY CONTROL AND AUDIT

The Bank may, at its discretion, get the products and services of the supplier inspected/ audited by its internal/ external inspectors/ auditors/ Reserve Bank of India. Bidder shall facilitate the same. The cost of such audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Bank/ Bank's appointed External auditors/ Regulators have right to audit and right to examine the facilities, activities and assets (software).

Bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.

The Bank at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank.

Nothing stated hereinabove shall in any way release the bidder from any obligations under this contract.

#### 21. MONITORING AND AUDIT

Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

#### 22. TAXES AND DUTIES

The successful bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.



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**23. ACCEPTANCE OF PURCHASE ORDER AND CONTRACT FORM & NDA**

**(a) ACCEPTANCE OF PURCHASE ORDER:** Purchase Order (PO) should be accepted by the Successful Bidder within one week or such extended time in writing as may be permitted by the Bank at its discretion from the date of PO.

**(b) SIGNING OF CONTRACT FORM and NDA:** Within 15 (fifteen) days from the date of Purchase Order, the successful Bidder shall sign Contract form and return it to the Bank. A separate Non-disclosure Agreement shall also be entered into between the Bank and the successful Bidder along with the signing of contract.



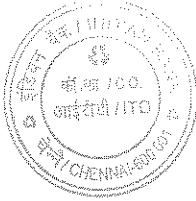


**SECTION IV**

**ELIGIBILITY CRITERIA**

The eligibility will be based on the below criteria's. Bids which are not meeting the below criteria's will be liable for rejection.

- a) The Bidder should be a Public/ Private Limited Company registered as a Company in India as per Companies Act, 2013 and should be in existence in India since at least the last 3 years (as on 30.09.2020). (Certificate of incorporation to be submitted).
- b) The Bidder should be Net profit earning organization in the last three audited balance sheets of the bidder and the Annual turnover should be more than Rs.2 crores for the last three audited balance sheets of the bidder.
- c) The Bidder should not have been blacklisted currently by any Government Dept / PSU / Banks.
- d) The Bidder has to submit proof of its own one experience in PSB/PSU/Govt/reputed organizations in last 5 years for similar activities (should have handled volume of 1 Crore pages).



**SECTION V**

**SCOPE OF WORK**

Bank will provide scanning software & DMS (Omnican and Omindocs by Newgen)

The bidder shall be responsible for the following activities –

<b>S.No.</b>	<b>Scope of work</b>	<b>Complied/ Not complied</b>
1.	Bidder will be required to take up digitization at Corporate Office, Chennai (CO) and Kolkata Main Office (KMO).	
2.	Onsite manpower to be provided for scanning and digitization of documents.	
3.	The estimated volume of files in KMO is 2.50 lakhs and the number of pages to be scanned is approx. 1.50 Crores. At Corporate Office, the estimated number of pages to be scanned is approx.1.25 crore.	
4.	Unbinding of the documents	
5.	Physical numbering each page of the document as per predefined scheme (Preferably Meta type)	
6.	Bar Coding of Files and Page Counting of all Files.	
7.	Bidder to arrange for Bar code software and Bar code printer.	
8.	Scanning, Indexing, Metadata Creation and Quality Control. It shall be ensured during scanning that content searching shall be possible in all documents scanned. Every image must be readable. The best image quality should be achieved by using state of the art Scanners, Processors & quality equipment, with automatic exposure control features. The minimum scanning resolution should be 200 DPI black & white, in general. However the vendor should increase this if required, to ensure proper readability of output image. System to be capable to generate alert messages in case of scanning duplicate pages.	
9.	Submission of the scanned documents to Centralised DMS Server.	
10.	Re-Binding of the documents	
11.	Bank will verify the acceptance of delivered data. In case of any errors, the same will be brought to the notice of the bidder for appropriate corrections.	
12.	Dispatch/reorganization of physical files to departments / record room.	
13.	Bidder has to arrange its own scanners & other hardware for scanning for digitization.	
14.	Scanners with adequate speed and quality along with PC have to be brought by the bidder for digitization. Insurance for all the equipments provided by the Bidder will be at all times the Bidder's responsibility.	

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15.	The scanners would be required for document size of A4 and Legal. A3 Size Scanners may be provided on need basis.	
16.	The Images shall be made available in any one or combination of formats (Tiff, JPEG, PDF, etc) as per the requirements of bank. The scanner should have the capability to do colour scanning. Bidder will do the colour scanning during digitization whenever required.	
17.	The bidder needs to deploy trained and adequate number of resources at the offices for digitization of the documents including indexing, metadata creation/entry, OCR etc.	
18.	Wherever the documents are already scanned by Bank, the bidder will check & enhance the quality, create metadata & indexing, store in DMS etc.	
19.	Bank will make available the required infrastructure like workspace in its premises, necessary furniture, network, telephone facility and electrical points for executing the work order properly. However, the Bidder cannot give any excuse for lower output due to non-availability of any of the above. In such cases the Bidder shall make his own arrangement to ensure quality and timely delivery. The bidder is required to adhere to all statutory rules and regulations regarding safety and maintenance of premises occupied by the bidder.	
20.	Documents should be properly tagged by the bidder in chronological order with all necessary data for indexing. All types of quality enhancement of the documents must be taken care by the bidder.	
21.	In case the documents are not legible, it will be the bidder's responsibility to scan the documents on high resolution.	
22.	No page/document shall be digitized more than once. De-duplication is required to be done.	
23.	After scanning, the physical document would have to be pinned together/tagged in the same form as it was given for scanning by the Bank.	
24.	The bidder shall undertake the inspection and verification of the scanned documents/Images as part of its process.	
25.	The bidder has to ensure that all the scanners and desktop provided by him should be of production grade capable of handling large volumes as mentioned in the RFP.	
26.	Bidder needs to adhere to all the provisions/rules /acts of the Government agencies for the staff deployed by him for implementation.	



**SECTION VI**

**BID FORM AND OTHER FORMATS**

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Corporate Office: Information Technology Department  
254-260, Avvai Shanmugam Salai, Chennai 600 014

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**SECTION – VI**

**1. BID FORM**

(Bidders are required to furnish the Form of Bid)

Date: \_\_\_\_\_

To

Indian Bank  
Corporate Office,  
Technology Management Department  
254-260, Avvai Shanmugam Salai,  
Royapettah.  
Chennai 600 014, India.

Sub: Outsourcing of Un-binding, Bar-coding, scanning, uploading and rebinding of files for Document Management System

Ref: CO:ITD:1411/R1:2020-21 dated 19/10/2020.

Having examined the Bidding Documents including Agenda Nos..... (Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer for ..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to provide services in accordance with the delivery schedule specified in the RFP.

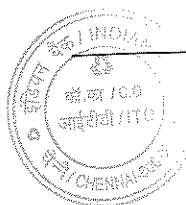
If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

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

We understand that you are not bound to accept the lowest or any bid you may receive.





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We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid.

Dated this .....day of ..... 2020

.....

Signature

.....

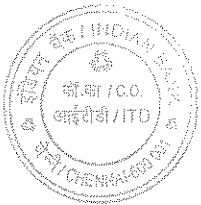
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) .....  
.....

Mobile:

Email





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## 2. SELF DECLARATION – BLACKLISTING

The Assistant General Manager  
Information Technology Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: Outsourcing of Un-binding, Bar-coding, scanning, uploading and rebinding of files for Document Management System

Ref: CO:ITD:1411/R1:2020-21 dated 19/10/2020.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**





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### 3. BID SECURITY FORM

Whereas..... (Hereinafter called "the Bidder") who intends to submit bid for the supply of ..... (name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (Name of Bank) of ..... (Name of Country), having our registered office at ..... (address of Bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of ..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 202 \_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

- (a) fails or refuses to execute the Contract Form if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

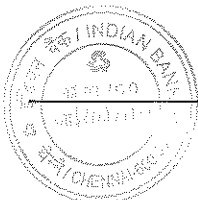
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than \_\_\_\_\_.

(Signature of the Authorised Official of Bank)

**NOTE:** 1. The bidder should ensure that the seal and Code No. of the signatory is put by the banker, before submission of the Bank Guarantee.

2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.







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#### 4. CONTRACT FORM

**THIS AGREEMENT** made the .....day of.....202\_ Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and ..... (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser invited bids vide RFP No. CO:ITD:1411/R1:2020-21 dated 19/10/2020 for ..... and has accepted a bid by the Supplier for the services in the sum for ..... (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

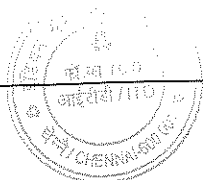
- the Bid Form and the Price Schedule submitted by the Bidder;
- the Schedule of Requirements;
- the Technical Specifications;
- the Conditions of Contract;
- the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

S. No.	BRIEF DESCRIPTION OF SERVICES	QUANTITY TO BE SUPPLIED	PRICE





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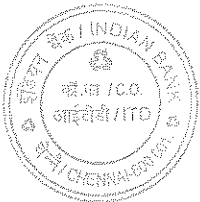
**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said ..... (For Indian Bank)  
In the presence of:.....

Signed, Sealed and Delivered by the  
said ..... (For the Supplier)  
in the presence of:.....





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Date: 19/10/2020

**5. PERFORMANCE SECURITY FORM**

Bank Guarantee No.

Date

To :

INDIAN BANK, CHENNAI, INDIA.

**WHEREAS** ..... (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,.....to supply and maintain ..... (Description of Goods and Services) (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....202.....

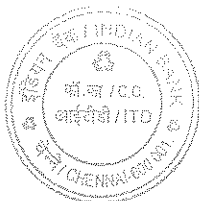
Signature of Authorised Official with Seal

.....

Date.....202..

Address:.....

.....





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Date: 19/10/2020

## 6. NON DISCLOSURE AGREEMENT

This Agreement made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 201.. **BETWEEN** \_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as "-----" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

**AND**

**INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as "**IB**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

And are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

### **WHEREAS:**

The Parties entered to a contract and established business relationship between them. In the course of such business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

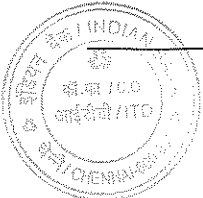
#### **1. Confidential Information:**

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,
- c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or





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- d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

**2. Use of Confidential Information:**

- a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.
- c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

**3. Non-disclosure:**

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure

**4. Publications:**

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with



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this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

#### **5. Term:**

This Agreement shall be effective from the date hereof and shall continue till termination of business relationship between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential for a period of five years after expiry of contract.

#### **6. Title and Proprietary Rights:**

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

#### **7. Return of Confidential Information:**

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

#### **8. Remedies:**

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

#### **9. Entire Agreement, Amendment, Assignment:**

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or





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modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

**10. Governing Law and Jurisdiction:**

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.

**11. General:**

The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

**12. Indemnity:**

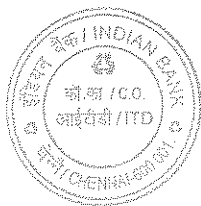
The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

**IN WITNESS WHEREOF**, the Parties hereto have executed these presents the day, month and year first hereinabove written.

**For and on behalf of**

\_\_\_\_\_  
Name of Authorized signatory:

Designation:





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**7. PART-II (Price Breakup to be submitted by the Successful Bidder after Online Reverse Auction)**

Date:

The Assistant General Manager  
Indian Bank, CO: Information Technology Department  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai 600 014.

Dear Sir,

Sub: Outsourcing of Un-binding, Bar-coding, scanning, uploading and rebinding of files for Document Management System.

Ref: CO:ITD:1411/R1:2020-21 dated 19/10/2020.

Further to online reverse auction conducted on \_\_\_\_\_, we submit hereunder the price breakup details of as per the scope of work.

(Amount in Rs. Exclusive of GST)				
Sl. No.	Name of Office & Location	Approximate Volume (No. of Pages)	Unit Cost	Total Cost
1	Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Salai, Chennai-600 014	1.25 Crore		
2	e-Allahabad Bank, Main Office, 14, India Exchange Road, Kolkata -700 001	1.5 Crore		
<b>Total Cost of Digitization</b>				

\*Above quantities are approximate. Actuals may differ. Payment will be done for actual no. of pages scanned.

**Note:** Price to include all duties, levies but exclusive of GST only.

We submit that we shall abide by the details given in above scope and the conditions given in your above tender.

Office Seal  
Place:  
Date:  
Mobile No:

For  
(Authorized Signatory)  
Name:  
Designation:  
Business Address:  
Telephone No:





Ref: CO:ITD:1411/R1:2020-21

Date: 19/10/2020

**8. CHECKLIST for Part – I**

S. No.	Criteria	Documents are to be submitted along with bid
1.	The Bidder should be a Public/ Private Limited Company registered as a Company in India as per Companies Act, 2013 and should be in existence in India since at least the last 3 years (as on 30.09.2020).	Certificate of incorporation to be submitted
2.	The Bidder should be Net profit earning organization in the last three audited balance sheets of the bidder and the Annual turnover should be more than Rs. 2 crores for the last three audited balance sheets of the bidder.	Separate Auditor Certificate to this effect to be provided along with certified copies of audited financial statements (and annual reports, if applicable) for the last three financial years.
3.	The Bidder has to submit proof of its own one experience in PSB/PSU/Govt/ Reputed organizations in last 5 years for similar activities (should have handled approx. volume of 1 Crores pages).	Purchase Order and letters of satisfactory performance from the clients should be submitted along with the technical bid.
4.	The Bidder should not have been blacklisted currently by any Government Dept / PSU / Banks	Bidder to submit the Self Declaration certificate as per Bank's format along with the technical bid.
5.	Bid Form	Bid Form signed by the Authorised Official of the Bidder as per format 1 of Section VI.
6.	Bid Fee	Rs.5,000/- in the form of Demand Draft.
7.	Bid Security (Earnest Money Deposit)	Bank Guarantee of Rs.5,00,000/- as per format 3 of Section VI.
8.	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder



