

Ref: CO/DBD/1074/RFP/2022-23
Date: 06.07.2022


OPEN TENDER (RFP)

REQUEST FOR PROPOSAL (RFP)

FOR

**Engaging services of vendor for 24x7 performance monitoring of
URL / pages of Indian Bank Website, Net Banking, Mobile banking & UPI
application for a period of 2 years.**

Last Date for receipt of bids	25/07/2022 at 03:00 PM
Date and time of opening of Technical bids	25/07/2022 at 03:30 PM
Date and time of opening of Commercial bids	27/07/2022 at 03:00 PM

**NOTE: THIS IS OPEN TENDER AND INFORMATION REGARDING THE
SAME WILL BE PUBLISHED ON BANK WEBSITE.**



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SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO/DBD/1074/RFP/2022-23 dated 06.07.2022
2)	Last date for seeking Pre-bid clarifications/ queries through email dheerajk.janbandhu@indianbank.co.in amreshkumar.s@indianbank.co.in kamalakannan.s@indianbank.co.in arun.kulhar@indianbank.co.in manjit.singh@indianbank.co.in maresh.g@indianbank.co.in	13/07/2022 by 3:00 PM
3)	Last Date & Time for submission of Bids in Online Mode	25/07/2022 at 03:00 PM
4)	Documents to be submitted Online	Eligibility Criteria & Technical Specification along with all supporting documents required (Please refer checklist mentioned in the RFP)
5)	Date of opening of (Part IA) Technical Bids (Online)	25/07/2022 at 03:30 PM
6)	Date of opening of (Part II) Commercial Bids (Online)	27/07/2022 at 03:00 PM
7)	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 Antares Systems Limited through website: https://www.tenderwizard.com/indianbank

This RFP document can be downloaded from the e- procurement portal: <https://www.tenderwizard.com/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and no paper publication will be done for the same.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP.

This tender document is the property of Indian Bank & is not transferable.



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SECTION – I

REQUEST FOR PROPOSAL (RFP)

1. The Bank is proposing to engage services of vendor for 24x7 performance monitoring of pages / URLs of Indian Bank Net Banking, Mobile Banking, UPI application and Indian Bank Website for a period of 2 years. The pages /URLs to be monitored is given in **Part-I Scope of Work**.
2. Please note that your quotation is subject to and governed by the "terms, conditions, various clauses, including terms of payment, delivery, taxes etc., mentioned in this RFP".
3. Bidders should enroll/register before participating through website - <https://www.tenderwizard.com/indianbank>. Bids have to be submitted online only at the above mentioned website.
4. The bidders should submit their technical bid and commercial bid **separately** as sought in the e-tendering system.
5. **Performance Guaranty / Security:**

Within 30 (thirty) days of the purchase order, the successful bidder shall furnish Performance Guarantee for 3% of order amount in the form of Bank Guarantee from a Scheduled bank in India, valid for 24 months with additional two month claim period, in the format provided in Annexure-II.
6. The Bidder should have been engaged in providing performance monitoring services to any Bank / financial institution / reputed organisation etc. for at least 3 years as on 31/03/2022.
7. The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.
8. Please note that
 - (i) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any stage without assigning any reason thereof.
 - (ii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
 - (iii) All pages of the Bid document, Clarifications/Amendments if any should be signed by the Authorized Signatory. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the bid.



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SECTION II

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Bidder is expected to examine all instructions, forms and terms given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank before submitting the bid. 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. Bank will not be responsible for the same.

This RFQ is 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, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 04th June 2020, and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020 & its amendments/clarifications issued (if any).

2. PRE-BID QUERIES/CLARIFICATIONS

The Bidder is requested to submit any queries/clarifications to the Bank in the format provided to the following email ids on or before 13/07/2022, 3.00 PM:

dheerajk.janbandhu@indianbank.co.in
amreshkumar.s@indianbank.co.in
kamalakannan.s@indianbank.co.in
arun.kulhar@indianbank.co.in
manjit.singh@indianbank.co.in
mahesh.g@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 Bank's Website and e-procurement portal: <https://www.tenderwizard.com/indianbank> and informed vide mail to the bidders who have raised queries.



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3. AMENDMENT OF BIDDING DOCUMENTS

3.1 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(s) requested by a prospective Bidder, may modify the Bidding Document by modification(s) / amendment(s).

3.2 The amendments if any, will be published on the e-procurement website and will form part of the Bidding document.

4. Eligibility Criteria

1. Bidder should have been engaged in providing performance monitoring services to any Bank / financial institution / reputed organization etc. for at least 3 years as on 31/03/2022.
2. The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.
3. The Bidder should be a profit making company and should have earned net profit in at least one out of three preceding financial years (FY 2019-20, FY 2020-21 & *2021-22) as per the audited financial statements and should have a positive net worth in three preceding financial years (FY 2019-20, FY 2020-21 & *2021-22).

**If 2021-22 Financial Statements of any bidder is unaudited then Bank would consider the CA Certificate for the provisional financial statements for FY 2021-22 along with an undertaking letter from the bidder that the 2021-22 Statements are not audited.*

5. SCOPE OF WORK

1. The service provider has to monitor the URL / pages given in **Part-I Scope of Work** for 2 years. The number of pages to be monitored may be increased or decreased by the Bank during the contract period of two years.

6. TECHNICAL BID

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.



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The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.

The Bidder should satisfy all the Eligibility Criteria mentioned in the RFP.

Bidder has to comply all the above specification/parameter mentioned under Part-I(A) including eligibility criteria and terms and condition of RFP in order to consider its bid as technically qualified. Further Bidder has to submit all the documents mentioned in the checklist of the RFP.

7. COMMERCIAL BID

Only service providers (Bidders) who are technically qualified will be considered for commercial bid evaluation.

For the commercial evaluation purpose Bank will consider the online commercial bid submitted by bidder as per Part-II of RFP on e-Procurement portal (<https://www.tenderwizard.com/indianbank>).

The calling for quote does not confer any right on the bidder for being awarded any purchase order.

8. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/by email, and no change in the substance of the bid shall be sought, offered, or permitted.



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SECTION III

CONDITIONS OF CONTRACT

1) PROCUREMENT

The technical and commercial bids should be submitted at the e-tendering portal of the bank, duly signed by the Authorized Signatory under the seal of the company on every page. No column shall be left blank. Any correction should be authenticated by the same signatory under his/her full signature. If false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quote will be liable for rejection.

Technical bids will be opened at the date and time mentioned in the RFP. Technical evaluation will be done by technical evaluation committee, and commercial bids of only technically qualified bidders will be considered. Purchase order will be issued to Lowest Quoted (L1) Vendor. The acceptance of quotations will rest with Indian Bank which does not bind itself to accept the lowest quotation and reserves to itself the authority to reject any/all the quotations or cancel the tender received without assigning any reason whatsoever. The incomplete quotations are liable for rejection.

2) SCOPE OF WORK

The service provider has to monitor the URL / pages given in **Part-I Scope of Work** for 2 years. The number of pages to be monitored may be increased or decreased by the Bank during the contract period of two years.

3) ACCEPTANCE OF PURCHASE ORDER, CONTRACT FORM & NON-DISCLOSURE AGREEMENT.

Purchase order will be issued to Lowest Quoted (L1) Vendor. Duplicate of the purchase order shall be returned within seven days of receipt of the order, duly signed by Authorized Signatory, for having accepted the terms and conditions of the order. Within fifteen (15) days of issue of Purchase order, the successful bidder shall sign the Contract form (as per format in Annexure-I) & Non-Disclosure Agreement (as per format in Annexure-III) and return it to the Bank.

4) NEGOTIATION



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Bank reserves the right to negotiate on the price offered with the L1 bidder under exceptional circumstances.

5) INSPECTION AND TESTS AT SERVICE PROVIDER'S PREMISES

For the successful bidder to whom Purchase Order will be issued, the Bank shall have the right of inspecting and testing the system at any time. The service provider on demand from the Bank shall carry out such tests in appropriate manner in the presence of Bank's representatives and at no cost to the Bank. The inspection, examination or testing carried out by the Bank shall not relieve the service provider of their obligations under the contract.

The service provider shall make available all necessary and relevant records, facilities access to the system and access to personnel for audit by the Bank or any representative authorized by the Bank.

Further following conditions are to be accepted / adhered to and complied with by the Service Provider:

- RBI or persons authorized by it shall access the records of Bank and Service Provider related to the agreement and cause inspection.
- Service Provider shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.
- Service Provider shall obtain prior approval of the Bank for use of subcontractors for outsourced activity etc. Prior approval of the Bank shall be obtained for any change proposed in any subcontractors.
- Service Provider shall isolate and clearly identify the Indian Bank's customers' information, documents, records and assets to protect the confidentiality of the information, while acting as an outsourcing agent for multiple clients.

6) DELIVERY LOCATION AND DELIVERY SCHEDULE

The services to be started from date specified in the Purchase Order for a period of 2 years from the location of the vendor.

7) LIQUIDATED DAMAGES

If the Service provider fails to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the



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Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of services for each month or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the services are not satisfactory, the Bank may consider termination of the contract.

8) DELAYS IN THE SERVICE PROVIDERS PERFORMANCE

Performance of services shall be made by the Service Provider in accordance with the time schedule prescribed by the Purchaser.

If at any time during performance of the Contract, the Service Provider should encounter conditions impeding performance of services, the Service Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Providers notice, the Purchaser shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

9) TERMS OF PAYMENT

The performance monitoring charges are payable every month after completion of the month on submission of the following documents along with request letter for payment:

- Reports as specified in the scope of work (Part – I & I A).
- Digitally / physically signed Invoice

10) PENALTY

Penalty will be deducted from the monthly invoice submitted by the selected vendor, on pro-rata basis for non-adherence of monitoring of pages in the frequency of 5 minutes.

Penalty will be deducted in the following cases.

- a. It is observed that monitoring is not done in the frequency of 5 minutes.
- b. The monitoring system of the selected vendor is down due to any unscheduled activity at the vendor end.
- c. It is observed that alerts are not generated in 15 minutes interval, penalty for each such instance will be Rs. 500/- per instance.
- d. Maximum penalty per month will not exceed 50% of the invoice amount.

11) PERFORMANCE GUARANTEE / SECURITY



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Within 30 (thirty) days of the purchase order, the successful bidder shall furnish Performance Guarantee for 3% of order amount in the form of Bank Guarantee from a Scheduled bank in India, valid for 24 months with additional two month claim period, in the format provided in Annexure-II.

12) INDEMNITY CLAUSE

For the successful bidder, if at the time of your providing the service, 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.

13) PERIOD OF VALIDITY OF BIDS

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

14) BANK'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

The Bank may at its discretion:

a. Increase or decrease the number of pages to be monitored at the time of placing Purchase Order with the vendor or change afterwards also during the contract period of two years.

15) CONFIDENTIALITY

The service provider 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) LIMITATION OF LIABILITY



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Service Providers aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

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 vendor/s gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.
- c. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

17) MAINTENANCE

In case of any issue in the monitoring services, monitoring should be carried out from any alternate location and any scheduled maintenance should be intimated to the Bank 24 hours in advance.

18) SETTLEMENT OF DISPUTES

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the service provider 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.
- b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the service provider 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.
- c. 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



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finally settled by arbitration. 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 Purchaser and a Service Provider 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 Purchaser and the Service Provider; 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 presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which 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 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 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.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.



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(f) Notwithstanding any reference to arbitration herein,

- a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b. the Bank shall pay the supplier any monies due to the supplier.

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

19) JURISDICTION

Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

20) TERMINATION FOR CONVENIENCE

The Purchaser, by 30 days written notice sent to the Service Provider, 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 Purchaser's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

21) 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 Service Provider, may terminate this Contract in whole or in part:

- if the Service Provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- if the Service Provider fails to perform any other obligation(s) under the Contract.
- If the Service Provider, 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:



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"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.

22) GENERAL TERMS

- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- 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 therefore.
- The bid should be valid for 90 days from the date of submission of bid.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- Escalation matrix with name, contact number, mail of the contact person will be submitted by the selected vendor.



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SECTION IV

INSTRUCTIONS TO BIDDERS FOR E-TENDERING

These Instructions for e-Tendering supplement other terms and conditions of this tender.

1. INSTRUCTIONS

1.1. RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.com/indianbank> meant for this purpose with the help of the Service Provider of e-tendering portal identified by the Bank (M/s Antares Systems Ltd.).
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their power & internet connectivity (due to any reason whatsoever it may be) either the Bank or e-tendering service provider of the Bank (M/s Antares Systems Ltd.) is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.



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6. However, the Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or M/s Antares Systems Ltd. will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from M/s Antares Systems Ltd.

1.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.com/indianbank>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e-tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.



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- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited, if required.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100, 99432 77499
Support Email: gunaseelan.m@antaressystems.com

1.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

The Bid documents, to be uploaded as part of online bid submission, are as follows:

- a. Eligibility Criteria, along with all supporting documents required.
- b. Compliance to technical specifications as per Technical Bid – Part-I(A)
- c. Commercial Bid – Part-II
- d. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- e. Supporting documents and product literature in support of Technical specifications.
- f. Relevant brochures.
- g. Any other information sought by the Bank with relevance to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format.



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After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

1.4. BID RELATED INFORMATION

Bidders must ensure that all documents uploaded on e-tendering portal as files or zipped folders, contain valid files and are not corrupt or damaged due to any processing at bidder PC system like zipping etc. It shall be the responsibility of bidder themselves for proper extractability of uploaded zipped files.

Any error/virus creeping into files/folder from client end PC system cannot be monitored by e-tender software/server and will be bidder's responsibility only.

1.5. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.com/indianbank>), click on System Requirement Manual/ User Manual.

The following 'Four Key Instructions' for bidders must be assiduously adhered to

- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b.** Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c.** Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d.** Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.



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SECTION V

PART – I

SCOPE OF WORK

Engaging services of vendor for 24x7 performance monitoring of pages / URLs of Indian Bank Net Banking, Mobile Banking, UPI application and Indian Bank Website for a period of 2 years.

a) Monitoring the following Indian Bank Internet Banking Site (11 Pages), Mobile Banking & UPI (18 Pages) and Indian Bank Web site (1 Pages) on 24*7 basis. (Total 30 pages)

PAGES / URLS PROPOSED TO BE MONITORED		
ANNEXURE-I		
I	Pages	Internet Banking Pages
		Page description
	1	Internet Banking Login Page
	2	Internet Banking password entry page
	3	Internet Banking - after login account summary page
	4	Internet Banking - Quick Transaction page
	5	Internet Banking - Account Details Page
	6	Internet Banking - Fund Transfer Landing Page
	7	Internet Banking - IMPS Details Entry Page
	8	Internet Banking - Fund Transfer Confirmation page
	9	Internet Banking - OTP Entry Page
	10	Fund Transfer Successful Page
	11	Internet Banking Logout Page
II		Mobile Banking & UPI Pages
	1	Mobile Banking Home Page
	2	MY ACCOUNTS Page
	3	Fund Transfer Landing Page (IMPS)
	4	Fund Transfer Confirmation page (IMPS)
	5	OTP Entry Page
	6	BHIM UPI



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	7	PIN authorisation	
	8	Fund Transfer Landing Page	
	9	Fund Transfer Confirmation page	
	10	MTPIN Entry Page	
	11	Confirmation page	Internal Fund Transfer
	12	BHIM UPI Page	
	13	Enter PIN Page	
	14	Balance display page	BHIM UPI Balance Enquiry Page
	15	Login Page	iOS Login Page
	16	Wealth Management Page	
	17	Customer Consent Page	FISDOM (Mutual Fund)
	18	Fisdom Page	
III	1	Indian Bank URL - Home Page	

- b) The number of pages to be monitored may be changed as per requirement of the Bank.
- c) The frequency of monitoring and raising alerts will be informed to the vendor
- d) Instant notification of errors by phone/SMS/email to our Bank officials as per the escalation matrix defined by Indian Bank.
- e) Full site diagnostic report (such as slowness in page analysis).
- f) Daily report of the site performance and exceptions for the pages / URL being monitored.
- g) Transaction response report providing details of the response time on daily basis.



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Date: 06.07.2022
TECHNICAL COMPLIANCE: PART – I(A)

Date:

Engaging services of vendor for 24x7 performance monitoring of pages / URLs of Indian Bank Net Banking, Mobile Banking, UPI application and Indian Bank Website for a period of 2 years.

The service provider should be able to provide the following reports to the Bank:

Sr	Description	Compliance Status (Yes / No)
1	Capture error & Instant notification of errors/alerts by phone/SMS/email to our Bank officials as per the escalation matrix defined by Indian Bank	
2	Full site diagnostic report (ex. Slowness in page analysis)	
3	Monitor the URLs/Pages 24x7 at a standard frequency of 5 minutes	
4	Daily report of the site performance and exceptions for the pages / URL being monitored	
5	Transaction response report providing details of the response time on daily basis	
6	Daily Dashboard.	
7	Report daily Performance and Uptime reports for the transactions/ pages being monitored.	
8	Alert to be raised in frequency of 15 minutes in case of error instance	
9	Provide a monthly KPI Dashboard with analysis on availability and response time	
10	Reports for Monthly Review Assessment	
11	WhatsApp Group Alert Mechanism	
12	Whatsapp alert to be submitted on hourly basis, informing total uptime and downtime of the pages	

*Bidder has to comply all the above specification/parameter (including eligibility criteria and terms and condition of RFP) in order to consider its bid for commercial evaluation.

The list of reports given above is indicative, Bank may request for other report based on future requirement.



Ref: CO/DBD/1074/RFP/2022-23
Date: 06.07.2022
PART – II
FINAL COMMERCIAL BID

 Assistant General Manager,
 Indian Bank,
 Digital Banking Department,
 66, Rajaji Salai,
 Chennai 600 001.

Date:

Dear Sir,
Sub: Engaging services of vendor for 24x7 performance monitoring of pages / URLs of Indian Bank Net Banking, Mobile Banking, UPI application and Indian Bank Website for a period of 2 years.

Ref: Indian Bank RFP No. CO/DBD/1074/RFP/2022-23 dated 06.07.2022.

With reference to the above, we give below the quote for the above:

(Amount in Rupees & Exclusive of Taxes)

S. No.	Description (a)	No. of pages / URLs to be monitored (b)	Unit Rate per page/URLs per month in INR (c)	Total Amount for one year in INR (b*c)*24
1	Engaging services of vendor for 24x7 performance monitoring of pages / URLs of Indian Bank Net Banking, Mobile Banking, UPI application and Indian Bank Website for a period of 2 years	30		

Note: The number of pages/URL to be monitored may be changed by Bank during the contract period of two years.



Ref: CO/DBD/1074/RFP/2022-23

Date: 06.07.2022

Total Amount in words: Rs.

- 1) We agree for the delivery period of service as per your above RFP.
- 2) We agree to the terms of payment mentioned in your RFP.
- 3) We agree that the number of pages/URLs to be monitored may be increased or decreased as per decision of the Bank. The payment will be done for the number of pages / URLs monitored during that particular month as per the rate per page per month.
- 4) We submit that the above details are true to the best of our knowledge.

For

Office Seal

(Signature of Authorised Signatory)

Place:

Date:

Name:

Designation:

Mobile No:

E-mail id:

Company Name:

Business Address:

Telephone No:



Ref: CO/DBD/1074/RFP/2022-23

Date: 06.07.2022

Annexure-I

CONTRACT FORM

THIS AGREEMENT made on theday of....., ... Between Indian Bank (hereinafter "the Purchaser") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of..... (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.:
 - (a) the Price Schedule submitted by the Bidder;
 - (b) the Conditions of RFP;
 - (c) the Purchaser's Notification of Award/Purchase Order.
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.



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Date: 06.07.2022

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

(Amount in Rupees & Exclusive of Taxes)

S.No.	Description (a)	No. of pages/URL s to be monitored (b)	Unit Rate per pages/URLs per month in INR (c)	Total Amount for Two Years in INR (b*c)*24
1	Engaging services of vendor for 24x7 performance monitoring of pages / URLs of Indian Bank Net Banking, Mobile Banking, UPI application and Indian Bank Website for a period of 2 years	30		

Note: The number of pages/URL to be monitored may be changed by Bank during the contract period of two years.

TOTAL VALUE: Rupees

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)

Signed, Sealed and Delivered by the
said (For the Supplier)

in the presence of:.....

in the presence of:.....



Ref: CO/DBD/1074/RFP/2022-23

Date: 06.07.2022

Annexure-II

PERFORMANCE SECURITY FORMAT

Bank Guarantee No.

Date:

To:

Assistant General Manager
Indian Bank,
Digital Banking Department,
66, Rajaji Salai,
Chennai 600 001

WHEREAS (Name of Supplier)
hereinafter called "the Supplier") has undertaken, in pursuance of Purchase Order
..... 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 its Contract.

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



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needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....2024

Signature of Authorised Official with Seal

.....

Date.....2022

Address:.....

.....

NOTE :

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.

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



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Date: 06.07.2022

Annexure-III
NON-DISCLOSURE AGREEMENT

This Agreement made at _____, on this _____ day of _____ 2022 BETWEEN _____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "Service Provider" 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.



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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
- 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



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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 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



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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 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:

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Date: 06.07.2022

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 set their hands through their Authorized signatory

Signed, Sealed and Delivered by the

said _____ (For Indian Bank)
in the presence of:

1. _____

Signed, Sealed and Delivered by the

said _____ (For the Service Provider)
in the presence of:

1. _____



Ref: CO/DBD/1074/RFP/2022-23

Date: 06.07.2022

Annexure-IV

FORMAT FOR PRE-BID QUERIES

S.No	RFP Point no/Title	Page no in RFP	Details provided in RFP	Query/ Changes Requested



Ref: CO/DBD/1074/RFP/2022-23

Date: 06.07.2022

ANNEXURE-V

SELF DECLARATION – BLACKLISTING

Assistant General Manager,
Indian Bank,
Digital Banking Department,
66, Rajaji Salai,
Chennai 600 001.

Date:

Dear Sir,

Sub: Engaging services of vendor for 24x7 performance monitoring of pages / URLs of Indian Bank Net Banking, Mobile Banking, UPI application and Indian Bank Website for a period of 2 years.

Ref: Indian Bank RFP No. CO/DBD/1074/RFP/2022-23 dated 06.07.2022.

We hereby certify that, we have not been blacklisted currently by any Government Dept / Agency, PSU / PSB / Financial Institution.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



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Date: 06.07.2022

ANNEXURE -VI

(Bid Form)

Assistant General Manager,
Indian Bank,
Digital Banking Department,
66, Rajaji Salai,
Chennai 600 001

Date:

Sub: Request for Proposal (RFP) for Engaging services of vendor for 24x7 performance monitoring of pages / URLs of Indian Bank Net Banking, Mobile Banking, UPI application and Indian Bank Website for a period of 2 years.

Ref: RFP No. CO/DBD/1074/RFP/2022-23 dated 06.07.2022

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to
..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 3% per cent 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, if required.

Until a formal contract is prepared and executed, this bid, together with your notification of award/purchase order, 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.

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

Dated thisday of 2022



Ref: CO/DBD/1074/RFP/2022-23

Date: 06.07.2022

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email



Ref: CO/DBD/1074/RFP/2022-23
Date: 06.07.2022

CHECKLIST

S.No	Criteria	Documents to be submitted as proof
1	Bidder must be engaged in providing similar performance monitoring services for atleast 3 years to any reputed organization / Bank / Financial Institution as on 31/03/2022	Supporting documents to be uploaded by Bidder
2	The Bidder should be a profit making company and should have earned net profit in at least one out of three preceding financial years (FY 2019-20, FY 2020-21 & *2021-22) as per the audited financial statements and should have a positive net worth in three preceding financial years (FY 2019-20, FY 2020-21 & *2021-22)	Copy of Financial statement for three financial years (FY 2019-20, FY 2020-21 & 2021-22) along with certificate from chartered account with profit and net worth details.
3	Bidder must not have been blacklisted by any Government organization / PSU / Bank currently.	Self Declaration as per the format given in Annexure-V should be attached.
4	Bid Form	To be submitted as per Annexure-VI
5	Final Technical Bid	To be submitted as per Part – I(A)
6	Final Commercial Bid	To be submitted as per Part-II
7	Escalation Matrix	Bidders have to provide the escalation matrix for call logging, on their letter head
8	POA Proof	A certificate of authorization should also be attached along with the bid.
9	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder

**If 2021-22 Financial Statements of any bidder is unaudited then Bank would consider the CA Certificate for the provisional financial statements for FY 2021-22 along with an undertaking letter from the bidder that the 2021-22 Statements are not audited*

