

Ref: CO/P&amp;BI/164/2022-23

Date: 22/11/2022

**REQUEST FOR PROPOSAL (RFP)****FOR****POINT OF INTEREST AND AFFLUENCE DATA**

Date and time of Pre Bid Meeting	<b>29.11.2022 at 03:00 PM</b>
Last Date for receipt of bids	<b>13.12.2022 at 03:00 PM</b>
Date and time of opening Technical bids	<b>13.12.2022 at 03:30 PM</b>

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### List of Abbreviations used in the Document

Abbreviations	Expansion
FS	Financial Services
RFP	Request for Proposal
TCO	Total Cost of Ownership

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### **SCHEDULE**

1)	Tender Reference Number and Date	RFP No. Ref: CO/P&BI/164/2022-23 dated 22.11.2022
2)	Last date for seeking Pre-bid clarifications/ queries through email <a href="mailto:planning@indianbank.co.in">planning@indianbank.co.in</a> <a href="mailto:kumar.doure@indianbank.co.in">kumar.doure@indianbank.co.in</a> <a href="mailto:vikas.singh@indianbank.co.in">vikas.singh@indianbank.co.in</a>	<b>28.11.2022 by 03:00 PM</b>
3)	Last Date & Time for submission of Bids in Online	<b>13.12.2022 by 03:00 PM</b>
4)	Documents to be submitted Online	<p>a. Eligibility Criteria, along with all supporting documents required.</p> <p>b. All applicable Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.</p> <p>c. All supporting documents and product literature in support of Functional/Technical specifications.</p> <p>d. Relevant brochures</p> <p>e. Compliance to Scope of Work.</p> <p>f. Any other information sought by the Bank with relevant to this tender</p> <p>g. Kindly refer to the Check List for the required documents to be submitted</p> <p>Portal for online submission of Bids: <a href="https://www.tenderwizard.com/indianbank">https://www.tenderwizard.com/indianbank</a></p>
5)	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. DD towards Cost of bid document</p> <p>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> Account Name: INDIAN BANK H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>2. Bid Security/Earnest Money Deposit</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1&amp; 2.</p>

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6)	Date of opening of Technical (Part I) Bids (Online)	<b>13.12.2022 at 03:30 PM</b>
7)	Date of online sealed bid opening (Part II)	Will be intimated after technical evaluation of the bids submitted
8)	RFP Cost	<p>Non-refundable <b>Rs. 10,000/-</b> in the form of DD favouring "Indian Bank". Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.:</p> <p><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></p> <p>Mode of submission: (Offline for DD/Online for e-transfer)</p>
9)	Online Bid Submission Details	<p>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 <a href="https://www.tenderwizard.com/indianbank">https://www.tenderwizard.com/indianbank</a></p>

This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal :<https://www.tenderwizard.com/indianbank>.

Information regarding RFP will also be available on CPPP Portal <https://eprocure.gov.in/cppp/>.

**Clarifications, Modifications and Date of Extensions, if any, will be published in website <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.com/indianbank> only.**

The term "*Bid*" & "*Quote/Quotation*" bears the same meaning in this RFP. This tender document is the property of Indian Bank & is not transferable.

## **SECTION – I- REQUEST FOR PROPOSAL (RFP)**

Indian Bank is a Public Sector Bank, headquartered at Chennai. It serves over 100 million customers with 41000+ employees, 5700+ branches. It is one of the top performing public sector banks in India. Total business (Deposits and Advances) of the bank was ₹1026801 Crore and the Credit Size of the Bank was ₹437941 Crore as on 30<sup>th</sup> Sep 2022. Bank's Information Systems and Security processes are certified with ISO27001:2013 standard and is among very few Banks certified worldwide. It has overseas branches in Colombo, Singapore including a Foreign Currency Banking Unit at Colombo and Jaffna and an off-shore banking unit in GIFT City. Post-merger with Allahabad Bank, Indian Bank is the seventh largest bank in the country.

The Bank is interested in identifying the companies providing point of interest and Affluence data based on the scope provided in Annexure IX.

Bank will follow a three-part bidding system. Part-I of the bid concerns Eligibility and Qualification. Part II contains the technical evaluation of the specifications for which quotation is called for. Part III contains the commercial evaluation of the submitted bids. Commercial Bid will be called through Online Sealed Bid process. Each part will be eliminative and only bidders qualifying will move to the next part.

Interested eligible bidders may submit their quotation as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.com/indianbank>. 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.
2. Section II (4) contains minimum eligibility criteria for bidders to be considered for the technical and commercial parts. No column shall be left blank or altered. The bidders should also submit their commercial bids as sought in the e-tendering system. The commercials provided by the bidder during e-tendering process will be considered as online sealed bid.
3. Part III – Commercial will be conducted through Online Sealed Bid Process. After technical evaluation, on the set date, as provided in Schedule, the online sealed bids will be opened and evaluated. The commercial bid should be a password protected file and bank will request for password on the day of sealed bid opening.
4. The bid is required 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 rejection. The price quoted should be unconditional and should not contain any strings attached thereto.
5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.
6. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) & MSEs subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of General Financial Rules (GFR) 2017).
7. **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

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

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India).

8. Bank will provide benefits to micro and small enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India.

**9. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:**

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, 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.

"Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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"Beneficial owner" will be as under:

- i. 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 juridical person(s), 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 per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders' agreements or voting agreements;
- ii. 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 juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. 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 juridical 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;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. 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 or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

**10. Please note that**

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) 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 point without assigning any reason therefor.
- (iii) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and to be uploaded with the bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.
- (iv) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (v) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

**Note: The tender for Point of Interest and Affluence Data cannot be split. Only one bidder will be awarded with contract.**

## **SECTION-II - INSTRUCTIONS TO BIDDERS**

### **1. Introduction**

The Bidder is expected to examine all instructions, forms, terms and specifications 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.

### **2. Pre Bid Meeting**

- A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on 29.11.2022 at 03:00 PM. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before 28.11.2022 by 03:00 PM:

[planning@indianbank.co.in](mailto:planning@indianbank.co.in)  
[kumar.doure@indianbank.co.in](mailto:kumar.doure@indianbank.co.in)  
[vikas.singh@indianbank.co.in](mailto:vikas.singh@indianbank.co.in)

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. 10,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or by transferring the amount in the account as detailed in **point no. 8 of Schedule**. Bidders have to ensure that cost of bid document i.e. Rs. 10,000/- has already been remitted to the account or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

**Indian Bank, CO: Planning & BI, Corporate Office,  
254-260 Avvai Shanmugam Salai, Royapettah, Chennai- 600 014**

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (as mentioned under point no. 8 of **Schedule**) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.

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 websites: <https://www.indianbank.in> and <https://www.tenderwizard.com/indianbank> and informed vide mail to the bidders who have raised queries.

### **3. Amendment of bidding documents**

- 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/cancel/extend/amend the Bidding Document by modification(s) / amendment(s).



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- b) All prospective bidders will be communicated of the details of amendments and clarifications. Signed copy of the amended document should form part of the Technical Bid.
- c) The bid, submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- d) The amendments if any, will be published in the e-procurement website and will form part of the Bidding document.

#### 4. Eligibility Criteria

Please refer to **Annexure X** for complete Eligibility Criteria and documentation requirement.

#### 5. Evaluation Criteria

Bid evaluation methodology that Indian Bank is adopting is given below:

- a) 70:30 Techno-Commercial scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Requirements will be given 70% weightage and shall be called Weighted Technical Score (WTS). The Total Cost of Ownership as explained below will be given 30% weightage.
- b) Scoring in the Technical Evaluation: The Bidders, who comply with Bank's eligibility criteria and other terms and clauses of the RFP document, will be shortlisted for evaluation as per the Technical Evaluation. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Requirements. Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.
- c) After scrutiny of the Technical Bid document and supporting documents, and responses to various Technical Evaluation points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks scored by the bidder in the technical evaluation will be called Technical Score. The bidder must score a minimum of 80 overall marks in the technical evaluation in order to qualify for Part III
- d) Commercial Evaluation: In the third part of evaluation, the Commercial Bids of those bidders, who have qualified for the bid, and whose technical bids have been short-listed as explained above after scoring of Technical Evaluation, will be opened. After opening of Commercial Bids, commercial evaluation & verification of the commercial bids will be done by the Bank.
- e) All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be based on technical competence and the price quoted. The assessment methodology is covered in the next section.
- f) In case there is only one bidder qualifying for the commercial evaluation, the Bank reserves the right to negotiate with the shortlisted bidder.

The proposals will be evaluated in three parts. Details of each of the three parts are provided below.

- Part I – Eligibility Evaluation
- Part II – Technical Evaluation
- Part III – Commercial Evaluation

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### 5.1 Eligibility Check

- The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in order.
- The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of bid documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the bid documents without material deviations.
- Finally, the Bank will conduct an eligibility check as per **Section II-INSTRUCTION TO BIDDERS** to ensure that the bidder is eligible for the bid. Only those found eligible will be considered for the Technical Evaluation.

### 5.2 Technical Evaluation Criteria

- The Bidder has been found to satisfy all the qualification criteria and should present proof as mentioned in Eligibility Criteria.
- Bidder must ensure that information required for the technical evaluation is provided in the supporting documents.
- The technical bid will be evaluated for as per the following table.

	S No.	Description	Evaluation Criteria	Max. Marks
Experience of the bidder	1.1	Number of years of completed operation of the bidder (providing similar data to clients) as on date of RFP	1 mark per year of existence (up to max 10 marks)	10
	1.2	References where bidder has provided similar data to clients in the last 5 years	PSU Banks OR Private Banks  (5 marks per reference)  <i>Min 1 PSU reference mandatory. (If no banking reference is available, please provide a financial sector reference-2 marks/reference)</i>	10
Approach and Methodology	2.1	Presentation (Coverage of following points)	<ul style="list-style-type: none"> <li>Demonstration of Data sources (10 marks)</li> <li>Demonstration of Data cleaning and estimation methodology (10 marks)</li> <li>Recency of data provided (10 marks)</li> </ul>	30
Scope Coverage	3.1	Coverage of Scope of pincodes	<ul style="list-style-type: none"> <li>Completeness of pincodes provided as per Annexure IX (for minimum guaranteed order only)</li> </ul> <i>(Marks awarded based on percentage completeness)</i>	20

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S No.	Description	Evaluation Criteria	Max. Marks
3.2	Coverage of Scope of variables	<ul style="list-style-type: none"> <li>Completeness of variables provided as per Annexure IX</li> </ul> <p>(Marks awarded based on percentage completeness)</p>	30
<b>Overall Total</b>			100

The bidder has to score a minimum of 80 overall marks in the technical evaluation to qualify for Part III – Commercial Evaluation.

**Weighted Technical Score (WTS):  $(T/T_H) * 0.70$**

T: Technical score of the respective bidder

T<sub>H</sub>: Highest technical score of all qualified bidders

For Example: If for example, there are two bidders "A" and "B" who score 80 and 90 marks respectively, their "WTS" would be as under:

Bidder "A" =  $80/90 \times 0.70 = 0.62$ , Bidder "B" =  $90 / 90 \times 0.70 = 0.70$

Note: If sufficient numbers of bidders do not qualify the cut off score, Bank at its sole discretion may reduce the cut off score. Bank reserves the right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter /email seeking clarification / explanation.

**5.3 Commercial Evaluation Criteria**

Technically qualified bidders alone will proceed to the Commercial evaluation will take into account the following factors:

1. The bidder is expected to fill **Annexure XII– Commercial Bid**
2. The Weighted commercial score identified in the commercial bid would be the basis of the commercial evaluation of the quote of the bidder.
3. The price quoted in commercial bid should be inclusive of all charges but exclusive of taxes only. Bidders should submit possible price breakups, wherever possible, separately. The unit price for each line item should be comparable to prevailing market rates.
4. The Total Cost of Ownership is the cost expected to be paid for entire Scope of Services. The rates provided in the Commercial Bid will be valid for future procurement for the contract period, as defined in **Section III-Scope**, mutatis mutandis.
5. In case there is a variation between figure and words, the value mentioned in words will be considered.

**Weighted Commercial Score (WCS):  $(L1/C) * 0.30$**

L1: Lowest TCO across all qualified bidders [**Annexure XII – Commercial Bid**]

C: TCO of the respective bidder [**Annexure XII – Commercial Bid**]

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Extending the example given above, in case Bidders, Bidder "A" and "B" for example quote as Rs.155 and Rs.135 respectively, then the WCS in their case would be calculated as under:

Bidder "A" =  $135/155 \times 0.30 = 0.26$

Bidder "B" =  $135/135 \times 0.30 = 0.30$

The total of Technical and Commercial Scores of each bidder will become basis of final ranking of bidders. Bidder whose total of Technical & Commercial Scores is highest will be as "H-1 Bidder" and bidders with second & third highest final scores will be ranked as "H-2" and "H-3" and so on and so forth.

$$\text{Total Score} = (T/T_H \text{ score}) * 0.70 + (L1 \text{ price} / C) * 0.30$$

In above examples, the Total Score after Techno-Commercial evaluation of Bidders "A" and "B" will be as under:

Bidder	Weighted Technical Score	Weighted Commercial Score	Total Score
A	0.62	0.26	0.88
B	0.70	0.30	1.00

**Note:**

1. The highest technical bidder may not automatically qualify for becoming successful bidder and for award of contract by the bank.
2. The Successful Bidder shall be the first ranked Bidder (having the highest combined score). The final decision on the successful bidder will be taken by the bank.
3. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial prices.
4. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.
5. The bank will calculate the scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points.

## 6. Bid Security & Cost of Bid Document

The Bidder should furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than "Indian Bank" for a sum of Rs.2,00,000/- (Rupees Two Lakhs only) and valid for 225 days from the last date for submission of Bid in the form of a Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than "Indian Bank", in the format specified in the bid document (Annexure-V) along with Part-I. Bank may seek extension of Bank Guarantee, if required.

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 bidder, whichever is earlier.

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

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The bidder will forfeit:

- 1.If the Bidder
  - (a) withdraws its Bid during the period of bid validity specified in the RFP; or
  - (b) does not accept the correction of errors in accordance with the RFP terms; or
- 2.If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
  - (a) fails or refuses to execute the Contract Form/NDA;  
or
  - (b) fails or refuses to furnish the performance security, in accordance with the RFP terms.

**Please note:** Relaxation if any, extended by GOI/ competent authorities for furnishing EMD shall be passed on to eligible bidders.

Cost of Bid Document **Rs. 10,000/- (Rupees Ten Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in point no. 8 of schedule.

MSE/NSIC registered bidders are exempted from submitting the bid cost & bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure -VI duly signed by company secretary/Director of the concerned company.

## 7. 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.

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information's are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept or reject any/all tender in whole or in part without assigning any reason whatsoever. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

## 8. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the Bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations and any other meetings during the process.

**9. Liabilities of Bank**

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

**10. Bid and Proposal Ownership**

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

**11. Bid Pricing Information**

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

**12. Instructions for e-Tendering****12.1. General**

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

**12.2. Rules for web portal access**

- a) 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.
- b) 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 identified by the Bank as detailed above.
- c) 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.
- d) In the event of failure of their power &/or internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
- e) 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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- f) However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- g) Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
- h) On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
- i) Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
- j) 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.
- k) 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 Service Provider.

### 12.3. 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.
- 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.

**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, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block  
Basaveshwaranagar, Bangalore – 560 079.  
Support Contact No. 080-40482100, 99432 77499  
Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)



#### 12.4. 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) All Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c) All supporting documents and product literature in support of Technical specifications.
- d) Relevant brochures
- e) Compliance to Technical Specifications as per Technical Bid.
- f) Any other information sought by the Bank with relevant to this tender

*(\*Please refer checklist under Annexure of this tender for more details)*

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

The commercial bid shall be a password protected file. Please submit the commercial bid document as a separate document, without the password. The password will be obtained on the day of sealed bid opening from all qualifying bidders.

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.

#### 12.5. 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.

#### 12.6. 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



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- 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.

## **SECTION-III – SCOPE**

### **1. Scope of the Project**

- Bidder will provide access to affluence and point of interest data for **up to 1200 pincodes** in **metro/urban/semi-urban cities/regions**. This data will be provided at the pincode level, and the district level. That is, the aggregate value will also be provided for the district, in addition to the pincode level data.
- The Bank agrees to place an order for **456** pincodes in metro/urban/semi-urban centers/regions as a minimum guaranteed order, subject to outcome of this RFP. **Amount payable for the minimum guaranteed purchase will be at the provided per-pincode rate in Annexure XII-Commercial Bid.**
  - Coimbatore
  - Prayagraj
  - Chennai
  - Kolkata
  - Mumbai (and Mumbai Suburban)
  - Gautam Buddha Nagar
  - Kanpur Nagar
  - Lucknow

The exhaustive list of minimum guaranteed pincodes is provided in Annexure-IX Table B.

- The bank reserves the right to procure, as a change request, additional 25% [1200\*25% = 300 pincodes] of data, over and above the 1200 pincodes in current scope, at the provided per-pincode rate, as provided in the Commercial bid, during the contract period.
- The data provision includes a one-time data pull of all data (summarized at pin-code level), for the aforementioned areas in CSV / Microsoft Excel Data Format
- The successful bidder will train designated team members to get an understanding of each of the variables

The Bank reserves the right to use the data for its internal analysis even after expiry of the contract.

### **2. Support**

- The successful bidder shall
  - Allocate availability of its resources to assist the Bank, or any of its appointees in understanding the provided data, or to solve any data related queries for a period of at least 1 year corresponding to each Purchase Order.

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- Attempt to answer data related queries in the following below provided schedule of time periods.
  - Low/Medium Priority – 2-3 working Days
  - High Priority – 1 working day

Note: The major responsibilities as specified above are indicative only and are not exhaustive in any manner.

### 3. Contract Period

The contract will be valid for a period of 3 years from the date of award of contract. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms.

Note: successful bidder must provide support (as mentioned above), for at least 1 year, for the data provided in each Purchase Order (PO). [This is from the data of provision of access to the bank for the specific Purchase Order]

For Example:

If the Date of Award –1 Dec 2022 then the contract will be valid till 30 Nov 2025.

PO 1:

Date of Purchase Order1: 15 Dec 2022and data access provided to bank on 20 Dec 2022, minimum support requirement for data purchased in PO 1 will be till 19 Dec 2023.

PO 2:

Date of Purchase Order 2: 15 Nov 2025, and data access provided to bank on 20 Nov 2025, minimum support requirement for data purchased in PO 2 will be till 19 Nov 2026.

### 4. Payment Milestones

The Bank shall make payments as follows for each Purchase Order:

- a. Total Fees and break up (Annexure XII- Commercial Bid)
  - 33% of the fee will be given on the date of provision of access to the data to the Bank
  - 33% at the end of 30 days after the date of provision of access to the data to the Bank
  - 34% at the end of 90 days after the provision of access to the data to the Bank
- b. Taxes: Taxes as applicable will be paid at actual

Payment shall be made within 30 days from the date of receipt of invoice.

## **SECTION-IV - CONDITIONS OF CONTRACT**

### **1. Monitoring & Audit**

Compliance with best practices for collection of the data, as presented by the bidders may be monitored by periodic 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 data collection procedures, estimation methodologies and accuracy claims. The successful bidder must provide the Bank access to requisite systems as required. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

### **2. Period of Validity of Bids**

Bids should remain valid for the period of 180 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. Bank may seek extension of bid validity period, if required.

### **3. Authorization to Bid**

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

### **4. Documentation**

Detailed documentation (functional and technical) shall be provided to the Bank on all the provided data, including general sources of collection of data for the purpose of evaluation of bid.

### **5. Technical Bid**

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's qualifications to perform the Contract.

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Any bid document not accompanied by the above will be rejected.

### **6. Financial Bid**

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

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## 7. Change Orders

The Purchaser may at any time, by a written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

- a. the place of delivery; and / or
- b. the Scope of Services to be provided by the Supplier;

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## 8. Sub-Contracting

The supplier will not subcontract or delegate or permit anyone other than the suppliers' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank.

## 9. Transfer of Ownership/Title

The successful bidder shall pass the title of ownership of the licenses supplied under this Contract to Indian Bank on delivery of the material at the location(s) specified by bank.

## 10. Insurance

The Service Provider may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/commission/dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bidder should have cyber insurance policy to cover first party and third party liability coverage to organisation when cyber risk materializes and / or cyber security controls at organization fails. The coverages established by the cyber insurance shall cover property, theft and network level security.

## 11. Place of Delivery

The required data should be delivered at following email id:

[planning@indianbank.co.in](mailto:planning@indianbank.co.in)  
[kumar.doure@indianbank.co.in](mailto:kumar.doure@indianbank.co.in)  
[vikas.singh@indianbank.co.in](mailto:vikas.singh@indianbank.co.in)

## 12. Delays in the Supplier's Performance

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier 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 Supplier's notice, the Purchaser shall evaluate the

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situation and may at its discretion extend the Supplier'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.

### **13. Jurisdiction and Applicable Law**

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc. will be the responsibility of the service provider at their cost.

### **14. Liquidated Damages**

The supplier must strictly adhere to the schedules for completing the assignments. Failure to meet these Implementation schedules, unless it is due to reasons entirely attributable to the bank, may constitute a material breach of the supplier's performance. In the event that the purchaser is forced to cancel an awarded contract (related to this RFP) due to the successful supplier's inability to meet the established delivery dates, the purchaser may take suitable penal actions deemed fit in addition to invocation of performance guarantee.

**The time given for delivery of Scope of Services as specified in Annexure IX is 10 working days.** Any failure to conform to the provided timeline will be subject to the penalty clause stipulated below.

- \*A penalty of Rs. 1,000/- shall be charged per working day for non-conformance with the aforementioned timeline to resolve serious errors. Maximum penalty for non-conformance would be capped at 10% of cost of the project.
- The penalty will be deducted from the charges payable during the contract period. In case, the penalty amount is more than amount payable by bank, bank reserves the right to take any further legal action as deemed necessary.

### **15. Guarantees On Response to Errors**

The successful bidder undertakes and guarantees that in case any errors are reported by the Purchaser, the errors will be resolved in a timely manner [two to seven working days, depending on the severity of the error]; Any failure to conform to the provided timeline will be subject to the penalty clause stipulated below.

\*A penalty of Rs. 1,000/- shall be charged per working day for non-conformance with the aforementioned timeline to resolve serious errors. Maximum penalty for non-conformance would be capped at 10% of cost of the project.

The penalty will be deducted from the charges payable during the contract period. In case, the penalty amount is more than amount payable by bank, bank reserves the right to take any further legal action as deemed necessary.

### **16. Bank's right to accept or reject any bid or all bids**

- The Bank reserves its absolute right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder or Bidders.

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- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP& publishing the same on Bank Website & e-procurement portal.

**17. Performance Security**

- a. Within 15 days of issue of first Purchase Order, the Successful Bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for the contract period with further one-month claim period, in the format enclosed (Annexure-V).
- b. The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- c. The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.
- d. Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

**18. Limitation of Liability**

Supplier's 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.

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

**19. Indemnity Clause**

If at the time of the 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 on that behalf.

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## 20.Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

**This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids.** The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

**This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank.** No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

## 21.Patent Rights

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

## 22.Intellectual Property Rights (IPR)

While the successful bidder shall retain the intellectual property rights for the data, it is required that successful bidder shall grant the perpetual license to the bank for the bank's exclusive use without limitation on the number of users.

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 or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.



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Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

### **23. Acceptance of Purchase Order**

Acceptance of purchase order should be submitted within 5 days of issuance of purchase order along-with authorization letter. If for any reason H1 bidder backs out after issuance of purchase order or the purchase order issued to the H1 bidder does not get executed in part / full, Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year. Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (**Annexure-III**) and Non-Disclosure Agreement (**Annexure-XIII**) and return it to the Bank

### **24. Settlement of Disputes**

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

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 supplier 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.

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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. 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 Supplier 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 Supplier; 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.

(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.

## 25.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 Supplier 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.

## 26.Termination for Convenience

Bank, by 30days' written notice sent to the Successful bidder, 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 Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

## 27.Termination for Default

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

- a. if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if the successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the successful bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'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.

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 the Supplier shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## 28.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

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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, 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) 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.

### **29. Confidentiality**

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract also the supplier should not divulge any data / information.**

The successful bidder 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.

The successful Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

### **30. Negligence**

In connection with the work or contravenes the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for

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the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.

### **31.Amalgamation**

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

### **32.Use of Contract Documents and Information**

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/authorized by the successful bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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.

### **33.Use of Confidential Information**

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.

The receiving party 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 the direct employment of the Receiving Party who have a need to 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 non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. 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.

Neither party shall 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 of the other party.

Upon written request by the Bank, the Supplier shall:

- (i) cease using the Confidential information,

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(ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and

(iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph.”

### **34.Coverage of All Banks Under The EPF & MP Act 1952**

The successful bidder shall be solely responsible for compliance to provisions of various labour. Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to services engineers deployed. The Bank shall have no liability in this regard.

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 is to be submitted. 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.

### **35.Inspection of Records**

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including the solution provided to the Bank under the RFP and the Service Provider shall extend all cooperation in this regard.

Supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to the Bank, as per its own satisfaction at the office / factory or any other premises of the Service Provider, in the presence of representatives of the Service Provider, at any point of time by giving notice.

### **36.Inspections and Tests**

The Purchaser or its representative(s) shall have the right to visit and /or inspect any of the Bidder's premises to ensure that data provided by the Bank is not misused. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the software having previously been inspected, tested and passed by the Purchaser.



**Ref: CO/P&BI/164/2022-23****Date: 22/11/2022****37. Other Terms and Conditions**

- 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.
- Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.
- 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 (Power of Attorney (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.
- Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the bank.
- Bank reserves the absolute right to reject the bid if it is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder. The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.

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- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post



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Date: 22/11/2022

## **ANNEXURES**

### **Annexure-I - Bid Form**

*(Bidders are required to furnish the Bid Form on letter head)*

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

To

Indian Bank  
Corporate Office,  
Planning & BI Department  
254-260, AvvaiShanmugamSalai,  
Royapettah,  
Chennai 600 014, India.

Sub: Request for Proposal for Point of Interest and Affluence Data

Ref: Your RFP No. CO/P&BI/164/2022-23 dated 22/11/2022

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 & services 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, 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 this .....day of .....2022

Signature .....

Ref: CO/P&BI/164/2022-23

Date: 22/11/2022

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

.....

.....

Mobile:

Email

Ref: CO/P&BI/164/2022-23

Date: 22/11/2022

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**Annexure-II - Self-Declaration – Blacklisting**

To,  
Assistant General Manager  
Planning & BI Department  
Indian Bank, Corporate Office  
254-260 AvvaiShanmugam Salai  
Royapettah, Chennai- 600 014, India.

Dear Sir,

**Sub:** Request for Proposal for Point of Interest and Affluence Data  
**Ref:** Your RFP No. CO/P&BI/164/2022-23 dated 22/11/2022

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:**

Ref: CO/P&BI/164/2022-23

Date: 22/11/2022

**Annexure-III - Contract Form**  
**(To be submitted on Non - Judicial Stamp Paper)**

**THIS AGREEMENT** made the .....day of.....2022 Between Indian Bank, having its Corporate Office at 254-260, AvvaiShanmugam 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. ....for certain Goods and ancillary services viz., Point of Interest and Affluence Data and has accepted a bid by the Supplier for the provision of those goods and services against Purchaser's Notification of Award/Purchase Order ref. no. ....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.:
  - a) the RFP including Addendum/s & corrigendum/s
  - b) the Conditions of Contract;
  - c) the Purchaser's Notification of Award/Purchase Order.
  - d) the Bid Form and the Commercial Bid submitted by the Bidder;
  - e) 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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Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sl. No.	Brief description of goods & services	Quantity to be supplied	Unit price	Total price

**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: 22/11/2022

#### Annexure-IV - Performance Security

Bank Guarantee No.

Date:

To:  
INDIAN BANK,  
Assistant General Manager  
Planning & BI Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

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

**WHEREAS** ..... (Name of Supplier)  
hereinafter called "the Supplier") has undertaken, in pursuance of Bank's Purchase  
Order/ Notification of Award Ref. No. .... dated ..... for  
..... against Bank's RFP Ref. No.  
CO/P&BI/164/2022-23 dated 22/11/2022 (Brief 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 recognized 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.....20\_\_

Signature of Authorized Official with Seal

.....

Date.....2022

Address: .....

Ref: CO/P&BI/164/2022-23

Date: 22/11/2022

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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 and shall be on a Non-Judicial Stamp Paper of requisite value.

Ref: CO/P&BI/164/2022-23

Date: 22/11/2022

### Annexure-V - Bid Security

To  
Assistant General Manager  
Planning & BI Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

Whereas..... (*Hereinafter called "the Bidder"*) who intends to submit its bid for RFP for Point of Interest and Affluence Data (*name and/or description of the goods& services*) against Bank's RFP Ref. No. CO/P&BI/164/2022-23 dated 22/11/2022 (*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 Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_.

THE CONDITIONS of this obligation are:

3. If the Bidder

- (c) withdraws its Bid during the period of bid validity specified in the RFP; or
- (d) does not accept the correction of errors in accordance with the RFP terms; or

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

- (b) fails or refuses to execute the Contract Form/NDA;
- or
- (b) fails or refuses to furnish the performance security, in accordance with the RFP terms.

We undertake to pay the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank 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 (i.e. 225 days from last date of bid submission) and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

#### NOTE:

1. Bidder should ensure that the 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 and shall be on a Non-Judicial Stamp Paper of requisite value.



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Date: 22/11/2022

**Annexure–VI - Declaration for MSE Benefits**

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To,  
Assistant General Manager  
Planning & BI Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

**Sub:**Request for Proposal for Point of Interest and Affluence Data

**Ref:** Your RFP No. CO/P&BI/164/2022-23 dated 22/11/2022

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. RFP No. CO/P&BI/164/2022-23 dated 22/11/2022 floated for Point of Interest and Affluence Data. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost
- b) Exemption from submission of Bid Security

In case, at any later stage, it is found or established that, the above undertaking is not true then Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s \_\_\_\_\_

Signature  
Name:  
Designation: Director/Company Secretary  
Place:  
Date:  
Seal & Stamp

Ref: CO/P&BI/164/2022-23

Date: 22/11/2022

**Annexure-VII - Declaration On Procurement From A Bidder Of A Country  
Which Shares A Land Border With India  
(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS  
LETTERHEAD)**

To,  
Assistant General Manager  
Planning & BI Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

Date

Dear Sir,

**Sub:** Request for Proposal for Point of Interest and Affluence Data

**Ref:** RFP No. CO/P&BI/164/2022-23 dated 22/11/2022

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the firm**>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached.]

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**

Ref: CO/P&BI/164/2022-23

Date: 22/11/2022

**Annexure-VIII - Certificate of Local Content as per Make in India Guidelines**

To,  
Assistant General Manager  
Planning & BI Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

Date

Dear Sir,

**Sub:** Request for Proposal for Point of Interest and Affluence Data

**Ref:** RFP No. CO/P&BI/164/2022-23 dated 22/11/2022.

This is to certify that proposed \_\_\_\_\_ **<product details>** is having the local content of \_\_\_\_\_ % as defined in the above mentioned RFP.

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

S.No.	Make and Model	Name of Place

This certificate is submitted in reference to the 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 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020, and its amendments & clarifications (if any) referred to hereinabove.

Signature of authorised signatory

Name and Designation:

Organization Name:

Date:

(Seal )

Ref: CO/P&BI/164/2022-23

Date: 22/11/2022

### Annexure-IX - Scope of Services

This annexure contains the scope of the data required by the Bank via this RFP.

**Table A: Metro / Urban / Semi-Urban regions (for minimum guaranteed order)**

Urban Centers	Available (Y/N)
Chennai	
Coimbatore	
Kolkata	
Mumbai	
Kanpur Nagar	
Prayagraj	
Gautam Buddha Nagar	
Lucknow	

**Table B: Metro / Urban / Semi-Urban Pincode List for the regions (for minimum guaranteed order)**

Equal weightage is to be assigned for each of the below 456 pincodes which would constitute 20 allotted to it in the technical score.

S. No.	Pincode	Available (Y/N)
<b>Chennai</b>		
1	600001	
2	600002	
3	600003	
4	600004	
5	600005	
6	600006	
7	600007	
8	600008	
9	600009	
10	600010	
11	600011	
12	600012	
13	600013	
14	600014	
15	600015	
16	600017	
17	600018	
18	600020	
19	600021	
20	600022	

S. No.	Pincode	Available (Y/N)
<b>Coimbatore</b>		
227	641001	
228	641002	
229	641003	
230	641004	
231	641005	
232	641006	
233	641007	
234	641008	
235	641009	
236	641010	
237	641011	
238	641012	
239	641013	
240	641014	
241	641015	
242	641016	
243	641017	
244	641018	
245	641019	
246	641020	

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S. No.	Pincode	Available (Y/N)
21	600023	
22	600024	
23	600025	
24	600026	
25	600028	
26	600029	
27	600030	
28	600031	
29	600032	
30	600033	
31	600034	
32	600035	
33	600036	
34	600038	
35	600039	
36	600040	
37	600041	
38	600042	
39	600049	
40	600078	
41	600079	
42	600081	
43	600082	
44	600083	
45	600084	
46	600085	
47	600086	
48	600090	
49	600092	
50	600093	
51	600094	
52	600099	
53	600102	
54	600104	
55	600106	
56	600107	
57	600108	
58	600112	
59	600113	

S. No.	Pincode	Available (Y/N)
247	641021	
248	641022	
249	641023	
250	641024	
251	641025	
252	641026	
253	641027	
254	641028	
255	641029	
256	641030	
257	641031	
258	641032	
259	641033	
260	641034	
261	641035	
262	641036	
263	641037	
264	641038	
265	641039	
266	641040	
267	641041	
268	641042	
269	641043	
270	641044	
271	641045	
272	641046	
273	641047	
274	641048	
275	641049	
276	641050	
277	641062	
278	641101	
279	641103	
280	641104	
281	641105	
282	641107	
283	641108	
284	641109	
285	641110	

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S. No.	Pincode	Available (Y/N)
60	600118	
61	600053	
62	600057	
63	600095	
64	600096	
65	600097	
66	600101	
67	600115	
68	600117	
69	600116	
70	600058	
71	600068	
72	600080	
73	600060	
<b>Kanpur Nagar</b>		
74	208001	
75	208002	
76	208003	
77	208004	
78	208005	
79	208006	
80	208007	
81	208008	
82	208009	
83	208010	
84	208011	
85	208012	
86	208013	
87	208014	
88	208015	
89	208016	
90	208017	
91	208019	
92	208020	
93	208021	
94	208022	
95	208023	
96	208024	

S. No.	Pincode	Available (Y/N)
286	641111	
287	641112	
288	641201	
289	641202	
290	641301	
291	641302	
292	641305	
293	641402	
294	641653	
295	641659	
296	641668	
297	641697	
298	642001	
299	642002	
300	642003	
301	642004	
302	642005	
303	642006	
304	642007	
305	642101	
306	642104	
307	642105	
308	642106	
309	642108	
310	642109	
311	642117	
312	642120	
313	642123	
314	642125	
315	642127	
316	642129	
317	642130	
318	642133	
319	642205	
320	642207	
<b>Mumbai</b>		
321	400001	

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S. No.	Pincode	Available (Y/N)
97	208025	
98	208026	
99	208027	
100	209202	
101	209203	
102	209205	
103	209206	
104	209214	
105	209217	
106	209871	
<b>Kolkata</b>		
107	700001	
108	700002	
109	700003	
110	700004	
111	700005	
112	700006	
113	700007	
114	700008	
115	700009	
116	700010	
117	700011	
118	700012	
119	700013	
120	700014	
121	700015	
122	700016	
123	700017	
124	700019	
125	700020	
126	700021	
127	700022	
128	700023	
129	700024	
130	700025	
131	700026	
132	700027	

S. No.	Pincode	Available (Y/N)
322	400002	
323	400003	
324	400004	
325	400005	
326	400006	
327	400007	
328	400008	
329	400009	
330	400010	
331	400011	
332	400012	
333	400013	
334	400014	
335	400015	
336	400016	
337	400017	
338	400018	
339	400019	
340	400020	
341	400021	
342	400022	
343	400023	
344	400024	
345	400025	
346	400026	
347	400027	
348	400028	
349	400029	
350	400030	
351	400031	
352	400032	
353	400033	
354	400034	
355	400035	
356	400036	
357	400037	
358	400042	
359	400043	
360	400047	

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S. No.	Pincode	Available (Y/N)
133	700029	
134	700031	
135	700032	
136	700033	
137	700034	
138	700037	
139	700038	
140	700039	
141	700040	
142	700041	
143	700042	
144	700043	
145	700044	
146	700045	
147	700046	
148	700047	
149	700053	
150	700054	
151	700060	
152	700061	
153	700062	
154	700067	
155	700068	
156	700069	
157	700070	
158	700071	
159	700072	
160	700073	
161	700075	
162	700078	
163	700085	
164	700086	
165	700087	
166	700088	
167	700092	
168	700093	
169	700094	
170	700095	
171	700099	

S. No.	Pincode	Available (Y/N)
361	400049	
362	400050	
363	400051	
364	400052	
365	400053	
366	400054	
367	400055	
368	400056	
369	400057	
370	400058	
371	400059	
372	400060	
373	400061	
374	400062	
375	400063	
376	400064	
377	400065	
378	400066	
379	400067	
380	400068	
381	400069	
382	400070	
383	400071	
384	400072	
385	400074	
386	400075	
387	400076	
388	400077	
389	400078	
390	400079	
391	400080	
392	400081	
393	400082	
394	400083	
395	400084	
396	400085	
397	400086	
398	400087	
399	400088	



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S. No.	Pincode	Available (Y/N)
172	700100	
173	700107	
174	700030	
175	700035	
176	700036	
177	700063	
178	700064	
179	700089	
180	700091	
<b>Prayagraj</b>		
181	211001	
182	211002	
183	211003	
184	211004	
185	211005	
186	211006	
187	211007	
188	211008	
189	211009	
190	211010	
191	211011	
192	211012	
193	211013	
194	211014	
195	211015	
196	211016	
197	211017	
198	211018	
199	211019	
200	211021	
<b>Gautam Buddha Nagar</b>		
201	201008	
202	201009	
203	201020	
204	201301	

S. No.	Pincode	Available (Y/N)
400	400089	
401	400090	
402	400091	
403	400092	
404	400093	
405	400094	
406	400095	
407	400096	
408	400097	
409	400098	
410	400099	
411	400101	
412	400102	
413	400103	
414	400104	
<b>Lucknow</b>		
415	226001	
416	226002	
417	226003	
418	226004	
419	226005	
420	226006	
421	226007	
422	226008	
423	226009	
424	226010	
425	226011	
426	226012	
427	226013	
428	226014	
429	226015	
430	226016	
431	226017	
432	226018	
433	226019	
434	226020	
435	226021	

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S. No.	Pincode	Available (Y/N)	S. No.	Pincode	Available (Y/N)
205	201303		436	226022	
206	201304		437	226023	
207	201305		438	226024	
208	201306		439	226025	
209	201307		440	226026	
210	201308		441	226027	
211	201309		442	226028	
212	201310		443	226029	
213	201311		444	226030	
214	201312		445	226031	
215	201313		446	226101	
216	201314		447	226102	
217	201315		448	226201	
218	201316		449	226202	
219	201317		450	226203	
220	201318		451	226301	
221	203135		452	226303	
222	203155		453	226401	
223	203201		454	226501	
224	203202		455	227105	
225	203207		456	227107	
226	203209				

The following variables with respect to the Affluence and Point of Interest data are required for each of the pincodes. Equal weightage is assigned for each of the below variables for scoring 30 allotted in the technical score, with the mandatory variables required being Total Population, Total Households, and Per Capita Savings. In case Per Capita Savings is not available, Per Capita Income would suffice.

S. No.	Variables	Detail / Data Type	Available (Y/N)
1	PIN Code	Unit, Main Key	
2	Metro/Urban/Rural/Semi-Urban	Type	
3	PIN Code Identifier - based on commercial and residential activity in the area.	Type	
4	State Name	Text	
5	District Name	Text	
6	Sub District Name	Text	
7	Town Name	Text	
8	Area (in Sq. Km.)	Number	
9	Localities	List, Comma separated	

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10	Villages	List, Comma separated	
11	Total population	Number	
12	Male Population	Number	
13	Female Population	Number	
14	Earning level (as per following income level p.a)		
14.1	Number of households earning <Rs. 150,000	Number	
14.2	Number of households earning Rs. 150,001 - Rs. 500,000	Number	
14.3	Number of households earning Rs. 500,001 - Rs. 2,000,000	Number	
14.4	Number of households earning Rs. 2,000,000 – 5,000,000	Number	
14.5	Number of households earning Rs. 5,000,000 – 10,000,000	Number	
14.6	Number of households earning >Rs. 10,000,000	Number	
15	Age wise data		
15.1	Population aged 0-4 years	Number	
15.2	Population aged 5-14 years	Number	
15.3	Population aged 15-24 years	Number	
15.4	Population aged 25-34 years	Number	
15.5	Population aged 35-44 years	Number	
15.6	Population aged 45-59 years	Number	
15.7	Population aged 60+ years	Number	
16	Total households	Number	
17	Per capita income	Rs.	
18	Per capita savings	Rs.	
19	Residential activity (can be provided as an index)	Index Value / grade	
20	Commercial activity (can be provided as an index)	Index Value / grade	
21	ATM	Number	
22	Airport	Number	
23	Business Facility / Business Park / Office Park	Number	
24	Auto Dealership (including Used Cars)	Number	
25	Motorcycle Dealership	Number	
26	Restaurant	Number	
27	Bank	Number	
28	Shopping	Number	
29	Hotel	Number	
30	Other Accommodation	Number	
31	Hospital	Number	
32	Higher Education	Number	

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33	School	Number	
34	Government Office	Number	
35	Post Office	Number	
36	Residential Area/Building	Number	
37	Industrial Zone	Number	
38	Place of Worship	Number	

**Annexure-X –Eligibility Criteria Documentation**

The following documents are required to be submitted along with the bid to ensure bid completeness.

<b>S.No.</b>	<b>Eligibility Criteria</b>	<b>Documents to be submitted as proof</b>
1	The Bidder should be Public/Private Limited Company/Limited Liability Partnership and should be having existence in India for the last 3 years (as on 31.03.2022). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.	Copy of Certificate of Incorporation / other legal documents
2	The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also ii) should not have eroded by more than 30% (thirty percent) in the last three years, ending on 31/03/2022.	Copy of Audited Financials. In case Audited Financials are unavailable, certified Financials has to be submitted. Annual reports of 2019-20, 2020-21 & 2021-22 should be attached (Documentary proof should be attached).
3	The yearly turnover of the bidder should be more than Rs.3 crores during the last financial year. i.e. FY 2021-22	Copy of Audited Balance Sheet. In case the audited balance sheet for FY 2021-22 is unavailable with the bidder, a CA certificate with UDIN may be provided.
4	The Bidder should not have been blacklisted by any Government Dept./PSU/Banks as on date of submission of RFP	Self-Declaration as per the format given in Annexure-II should be attached.

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**Annexure-XI –Document Checklist**

1	Technical Evaluation Documents	All technical documents, proposals and supporting documents
2	Commercial Bid	Commercial Bid as per Annexure XII to be submitted without password
3	Bid Form	As per Annexure-I
4	Bid Security	Bid Security as per Annexure-V
5	Declaration regarding MSE Benefits (If Applicable)	Declaration to be submitted as per Annexure-IX
6	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-X
7	Certificate Regarding Local Content	To be submitted as per Annexure-XII
8	The Bidder should be Public/Private Limited Company/Limited Liability Partnership and should be having existence in India for the last 3 years (as on 31.03.2022). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.	Copy of Certificate of Incorporation / other legal documents
9	The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also ii) should not have eroded by more than 30% (thirty percent) in the last three years, ending on 31/03/2022.	Copy of Audited Financials. In case Audited Financials are unavailable, certified Financials has to be submitted. Annual reports of 2019-20, 2020-21 & 2021-22 should be attached (Documentary proof should be attached).
10	The yearly turnover of the bidder should be more than Rs. 3 crores during the last financial year. i.e. FY 2021-22	Copy of Audited Balance Sheet. In case the audited balance sheet for FY 2021-22 is unavailable with the bidder, a CA certificate with UDIN may be provided.
11	The Bidder should not have been blacklisted by any Government Dept./PSU/Banks as on date of submission of RFP	Self-Declaration as per the format given in Annexure-II should be attached.
12	Power of Attorney (POA) proof	Power of Attorney (POA) proof to be submitted
13	RFP and its amendments	Copy of the RFP and its amendments(if any), sealed and signed by authorized signatory to be submitted

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## Annexure-XII-Commercial Bid

Date:

To  
Assistant General Manager  
Planning & BI Department  
Indian Bank, Corporate Office  
254-260 Avvai Shanmugam Salai  
Royapettah, Chennai- 600 014, India.

Dear Sirs,

Sub: Request for Proposal for Point of Interest and Affluence Data

Ref: Your RFP No. CO/P&BI/164/2022-23 dated 22/11/2022

-----  
We submit hereunder the price breakup details of Point of Interest and Affluence Data as per the specifications.

### **Price Schedule**

S. No.	Items	Amount (in Rupees)
1	Cost of required data <b>per pincode (A)</b>	
	<b>TOTAL COST OF OWNERSHIP (TCO)</b> Total cost for 1200 metro/urban/semi-urban pincodes[A*1200]	

Bank provides a minimum guaranteed order for 456 pincodes, as per the Scope of Services.

The bank reserves the right to procure, as a repeat order, additional 25% [1200\*25% = 300 pincodes] of data, over and above the 1200 pincodes in current scope, [max of 1500 pincodes] at above provided rate, during the contract period

### **PRICE STATEMENT**

Total Cost of Ownership for the entire contract period (inclusive of all duties, insurance, support etc. and exclusive of all applicable taxes is Rs. \_\_\_\_\_ (in figures) Rupees  
\_\_\_\_\_ (in words).

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

For

Office Seal  
Place:  
Date:

(Authorised Signatory)  
Name:  
Designation:  
Mobile No:  
Business Address:

Telephone No:  
E-mail ID:

Ref: CO/P&BI/164/2022-23

Date: 22/11/2022

### Annexure-XIII - NON DISCLOSURE AGREEMENT

(RFP Ref. No. ....)

**THIS AGREEMENT** made and entered into at .....on this the.....day of.....2022 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, AvvaiShanmugamSalai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

#### AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the "Supplier" which term shall wherever the context so require includes its successors and assigns,

#### WITNESSETH:

#### WHEREAS

The Bank is interalia engaged in the business of banking and intends for data related to **Point of Interest and Affluence Data**.

M/s..... Limited has been engaged in the business of **Point of Interest and Affluence Data**.

The parties have entered into agreement dated \_\_\_\_\_ for **Point of Interest and Affluence Data** "(herein after referred to as "purpose")" and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

**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 party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.

#### 2. Use of Confidential Information

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



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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.

The receiving party 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 the direct employment of the Receiving Party who have a need to 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 non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. 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.

Neither party shall 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 of the other party.

### **3.Exemptions**

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

### **4. Term**

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or 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

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confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

#### **5. 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 or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

#### **6. 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, abstracts, extracts, samples, note 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.

#### **7. 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.

**8. Entire agreement:** This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion 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 rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

#### **9. Severability**

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

#### **10. Jurisdiction**

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

#### **11. Indemnity clause**

"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."

#### **12. Governing laws**

The provisions of this agreement shall be governed by the laws of India.

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In witness whereof, the parties hereto have set their hands through their authorised signatories

**BANK** .....

**M/s** .....