

BIDDING DOCUMENT

FOR

**Supply, installation and maintenance of Scanners under Rate Contract for
Cheque Truncation System (CTS) and support for integration with Bank's
own CTS software**

**Indian Bank
Corporate Office
Technology Management Dept
254-260, Avvai Shanmugam salai
Chennai – 600 014**

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1. INVITATION FOR BIDS (IFB)

Indian Bank, a premier nationalised Bank having its Head Office in Chennai has national presence with more than 1956 CBS branches apart from 32 Zonal Offices. The Bank has its international presence in Singapore, Colombo and Jaffna. Total business handled by the Bank stands at Rs.2,11,988 Crores as on 31.03.2012.

The Bank has been a front runner in specialised banking and a leader in Rural development. The Bank has introduced Maestro Debit cards and Visa Credit cards. The Bank has brought out an exclusive Credit card for the common man, namely Bharat Card, the first of its kind in the banking industry.

The Bank invites sealed bids for the Supply, installation and maintenance of Scanners under Rate Contract for Cheque Truncation System (CTS) across the country and support for integration with Bank's own CTS software. The success bidder is required to supply scanners at the price quoted in the bid for a period of one year from the date of Rate Contract Order. Warranty and maintenance are required to be provided as per the terms of the bid. Detailed functional and technical specifications for the above are furnished in **Annexure-4. The approximate quantity of scanners required under rate contract would be 150 Nos.(approximately)**

A complete set of Bidding Documents in English is provided for this purpose. **The cost of the bid document is Rs.5000/-**. The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. The bid document can be downloaded from the website, the cost of the document of Rs.5000/- should be paid by way of demand draft and enclosed along with the technical bid document.

Pre-Bid meeting will be conducted on 30.05.2012 at 11.00 AM in the following address.

**Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Chennai, PIN 600014.**

All the clarifications / queries if any to be submitted to the Bank at least two days before the date of the pre-bid meeting.

Bids must be delivered to the address given below, at or before 15.00 hours IST on 13.06.2012 and must be accompanied by a Bank Guarantee of INR 3,00,000/-.

**Indian Bank, Corporate Office,
Expenditure Department,
254-260, Avvai Shanmugham Salai
Chennai - 600 014, India.**

Late Bids will be rejected. **Part I (technical bid) will be opened** for evaluation by the Bank **at 15:30 Hours on 13.06.2012** in the presence of the bidders. Bidders'

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representatives are requested to be present at this time. Part – II will be through online reverse auction process.

After technical evaluation, only the eligible bidders will be communicated of the date and time of online reverse auction. The business rules for online reverse auction will be informed before the reverse auction.

As the commercial Bidding will be through Reverse Auction commercial bid in physical form need not be submitted along with technical bid.

The Bank has the right to negotiate with L-1 vendor under exceptional circumstances.

Disclaimer : The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons therefor.

2. Minimum Eligibility Criteria

The bidder must satisfy the following minimum criteria –

1. The bidder should be a limited company and should be in existence in India for a minimum of three years (proof to be submitted)
2. Bidder should be an authorised partner in India to the Original Equipment Manufacturer (OEM) (proof to be submitted).
3. Bidder should be earning net profit for the last three years (Proof to be submitted).
4. The Bidder must have minimum average annual turnover of Rs. 5.00 crores during last three financial years (Proof to be submitted).
5. Bidder should have supplied Cheque scanners for Cheque Truncation System (CTS) for a minimum of two Banks. Bidder should submit copy of Purchase Orders from both the Banks as proof (documents in support of this compliance).
6. A recent letter mentioning satisfactory maintenance support for scanners should be submitted from the two Banks specified in item (5).
7. The bidder should have Branches / Service Centre Facilities / Franchises (should be registered) in any 20 places out of 32 places given below (within a radius of 100 km in the remaining places). (Address of Locations with Phone Nos. to be furnished).

Ahmedabad	Bangalore	Bhubaneswar	Chandigarh	Chennai
Chittoor	Coimbatore	Cuddalore	Delhi	Dharmapuri
Ernakulam	Guwahati	Hyderabad	Kancheepuram	Kolkata
Kumbakonam	Lucknow	Madurai	Mumbai	Patna
Pondichery	Pune	Salem	Trichy	Tirunelveli
Thiruvanandapuram	Vellore	Vijayawada	Visakhapatnam	Ghaziabad
Hubli	karnal			

3. Introduction

3.1 Background

RBI, as part of its initiative to reduce the clearing cycle in consonance with amendments to NI Act 1881 and Information Technology Act 2000 and subsequent amendments, had decided to introduce Cheque Truncation System (CTS). In CTS, the physical movement of cheques is curtailed at a point in the clearing cycle, beyond which the process is completed based only on the electronic data and images of cheques.

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The Image Based Cheque Truncation system to be introduced will be in consonance with the amended Negotiable Instruments Act 1881, the amended Information Technology Act, 2000 and the amended Bankers' Book Evidence Act, 1891 and any other relevant laws of the country as may be specified by the Reserve Bank of India.

After the successful implementation of CTS in Delhi and Chennai including the Grid centers of Bangalore and Coimbatore by RBI and National Payment Corporation of India (NPCI) respectively, NPCI/RBI have planned to expand the CTS in other Grid centers in Southern and Northern regions.

The number of truncation locations may vary as per the business requirements of the Bank during actual implementation in Northern and Southern regions. The Bank may change the model of implementation as per Bank's business needs.

3.2 Scope of BID

Scope of BID includes but not restricted to the following:

- 3.2.1. Bidder should undertake for supply, installation and maintenance of Scanners including IQA & UV Software and related API under Rate Contract for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software for Indian Bank. The scanners and integration support should comply with the specifications given in Annexure-4.
- 3.2.2. The scanners should have the capability/compatibility/scalability to meet RBI/NPCI/Bank requirements.
- 3.2.3. Bidder should provide training to Bank personnel on the operations of the scanners at all locations where scanners are installed.
- 3.2.4. If the Bidder fulfills the eligibility criteria and has become eligible for the BID, the Bidder has to provide a sample scanner along with the related API software to enable Bank to integrate the scanner with the Bank's own software.
- 3.2.5. Bidder should also provide training on the technical details of the scanners, API, UV & IQA software and help the Bank's staff to integrate scanners with Bank's own software.
- 3.2.6. The Bidder should provide customization/integration support for the Scanners to meet RBI/NPCI/Bank requirements during warranty and AMC period.

4 Terms and Conditions for the Proposal

Indian Bank invites the Bidders' attention to the following terms and conditions, which underline this BID.

4.1 Liabilities of the Bank

This BID is not an offer by the Bank, but an invitation for Bidders' responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the BID process unless and until a formal contract is signed and executed by duly authorised officer(s) of the Bank and the Bidder(s).

4.2 Contract with the Bidder

The Bank would enter into a contract with the selected Bidder for Supply, installation and maintenance of Scanners under Rate Contract for Cheque Truncation System (CTS) and support for integration with Bank's own CTS

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software for Cheque Truncation System. The success bidder is required to supply scanners at the price quoted in the bid for a period of one year from the date of Rate Contract Order. Warranty and maintenance are required to be provided as per the terms of the bid.

4.3 Proposal Process Management

The Bank reserves the right to accept or reject any or all proposal/s, to revise the BID, request one or more re-submissions or clarifications from one or more Bidders, or cancel the process in part or whole. Additionally, The Bank reserves the right to alter the specifications, in part or whole, before the due date for submission of the Bid and without re-issuing the BID. All claims for functional / technical delivery made by the Bidders in their responses to the BID shall be assumed as deliverable within the quoted financials.

Bidders shall be entirely responsible for their own costs and expenses that are incurred while participating in the BID and subsequent presentations, benchmark / stress tests and contract negotiation processes.

4.4 Award of contract

Within 10 days from the date of receipt of award notification, the successful Bidder should sign the contract as per Annexure 8.

4.5 Validity of Bid

The proposal must be valid for a minimum of **180 days** from the last date of proposal submission. Responses must clearly state the validity of the bid and its explicit expiration date. The bank reserves the right to seek extension of bid validity from the Bidders.

4.6 Bid Security (Earnest Money Deposit)

The bidder should furnish as part of its bid, a bid security in the form a bank guarantee issued by a scheduled commercial bank located in India as per Annexure 5, for a sum of Rupees Three Lakhs (Rs.3,00,000/-) valid for 225 days from the last date for submission of the bid.

Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank.

The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.

The bid security may be forfeited if:

- a. A bidder withdraws its bid during the period of bid validity as specified by the bidder.
- b. The successful bidder fails to sign the contract within the specified time of 10 days, or to furnish performance security.

4.7 Bidder Indication of Authorization to Bid

Responses submitted by Bidders to this BID (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Bidders' response. The proposal must be signed by an official authorised to commit the bidder to the terms and conditions of the proposal. Bidders must clearly identify the full title and authorisation of the designated official and provide a statement of bid commitment with the accompanying signature of the official. A copy of the authorisation should be enclosed along with the bid.

4.8 BID Ownership

The BID and all supporting documentation / templates are the sole property of the Bank. No news release, public announcement, or any other reference to this BID or any program there under shall be made without written consent from The Bank. Reproduction of this BID, without prior written consent of the Bank, by photographic, electronic, or other means is strictly prohibited. Violation of this would be a breach of trust and may, inter-alia cause the Bidders to be irrevocably disqualified. The aforementioned material must be returned to the Bank when submitting the proposal, or upon request; however, Bidders can retain one copy for reference.

4.9 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidders shall become the property of the Bank unless the bank agrees to the Bidders' specific requests, in writing, that the proposal and documentation be returned or destroyed.

4.10 Bid Pricing Information

While quoting the price of the scanners with the related software in the online reverse auction process, the Bidder certifies that:

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

4.11 Confidentiality

The Bidder 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 they should not divulge any data / information.**

The successful bidder will have to enter into a Non Disclosure agreement with the Bank (Annexure 9) to safeguard the confidentiality of the Bank's business information, legacy applications and data.

4.12 Security features

The proposed hardware/software must have inbuilt security features to protect Confidentiality, Integrity and Availability of Bank's data.

4.13 Deliverables

The Bidder should deliver scanners ordered by the Bank at the locations specified. If the Bidder fulfill the eligibility criteria and has become eligible for the BID, the Bidder has to provide the sample scanner along with the related API, IQA & UV software to enable Bank to integrate the scanner with the Bank's own software.

- a. The Bidder should deliver the sample scanner along with API, IQA & UV software to enable the Bank to integrate the scanner with the Banks' software. The Bidder has to provide the technical help to the Bank's staff to integrate the scanner with the Bank's software.

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- b. The Bidder should install the scanners at the locations whenever the Bank issue the orders under rate contract.
- c. The Bidder should provide necessary API software with licence required for the scanners to be integrated with Bank's own software.
- d. The Bidder should provide necessary IQA & UV software with licence required for assessing the quality of Images captured by the scanners.
- e. The Bidder should provide necessary support for all software/hardware to be supplied as part of this bid, during Warranty and AMC period.
- f. User & Quick reference manuals should be delivered in hard & soft media.
- g. Training to be provided to staff/officers, other related operational people at branches/offices on the technical details of the scanners, API, IQA & UV software and integration interface with Bank's own software. The Course content and programme schedule will be mutually decided by the Bank and the Bidder.

4.14 Delivery, Customisation and Installation Schedule

The Bidder shall be responsible for delivery of required software and scanners at locations identified by the Bank within 4 weeks from the date of issue of purchase order under rate contract and installed and commissioned within 2 weeks from the date of delivery.

4.15 Key personnel

The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in the similar implementations. Bidder shall furnish an undertaking to provide a suitable replacement of the key personnel if they move out from the project.

4.16 Technical support

- a. Activities in the area of maintenance and support would be as follows :
 - Scanner Hardware maintenance & trouble shooting
 - Adding additional functionalities based on future requirements.
 - Maintenance of scanners and any other hardware and software supplied under this bid.
- b. Amendments or modifications if any, in the standards made by RBI/NPCI or other supervisory and regulatory authorities, during the contract period, should be updated in the software by the Bidder.
- c. Help Desk: The Bidder has to provide off site help desk. Problems should be attended to immediately or within mutually agreed period in Service Level Agreement of reporting the same at the Bank's sites.

4.17 Penalty for delay

For any delay on the part of the Bidder in delivery and installation of scanners, beyond the period specified in the bid under heading "delivery schedule", the Bank will charge penalty @ 0.5 % per week or part thereof of the value of undelivered product or services, subject to a maximum of 10 % of the order value. However, once the maximum penalty is reached, the Bank may consider termination of Contract.

4.18 Order Cancellation

The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, may terminate this contract in whole or part:

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- a. Delay in delivery and/or installation beyond the specified period or within any extension thereof granted by the Bank.
- b. Discrepancy in software/hardware noticed during acceptance testing / implementation.
- c. Failure to perform any other obligation(s) under the contract.
- d. If the successful bidder, in the judgement of the bank has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing 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 deprive the Bank of benefits of free and open competition.

4.19 Completeness of Implementation

The implementation will be deemed as incomplete if any component of the hardware as per purchase order issued under rate contract is not delivered or is delivered but not installed / integrated and / or not operational or not acceptable to the Bank after acceptance-testing / examination.

In such an event, the implementation will be termed as incomplete and not acceptable. Warranty period will commence only from the date of acceptance. The scanners will be accepted after complete commissioning and integration with Bank’s own CTS software for Cheque Truncation System, digital signature and other hardware devices, and satisfactory working of the entire software package with all hardware components supplied as per this bid.

4.20 Indemnity

Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the software, hardware and services offered and supplied by him, in a format acceptable to the Bank.

4.21 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is as a result of an event of force Majeure. For purposes of this Clause, “Force Majeure” means an event beyond the control of the Bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not limited to acts of Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within 10 calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical,

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and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 2 months, the Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, any decision of The Bank shall be final and binding on the bidder.

4.22 Resolution of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the bank and the successful bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- b. If after 30 days from the commencement of such mutual consultation the parties fail to resolve their disputes or difference amicably, then either the bank or the successful bidder may give notice to other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- c. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be 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 prudence –

- i. In case of dispute or difference arising between the bank and the successful bidder relating to any matter connected with or arising out of this contract, such dispute or difference shall be settled in accordance with the Arbitration and Consolidation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Bank and the successful bidder; the third Arbitrator shall be chosen by the two Arbitrators 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 on choosing the presiding arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.
- ii. 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.
- iii. 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.
- iv. 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

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arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- d. Notwithstanding any reference to the arbitration herein,
- i. The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - ii. The Bank shall pay the successful bidder any monies due to the successful bidder.

4.23 Applicable Law:

Laws of India and any other guidelines having the force of law in India will be applicable.

4.24 Jurisdiction

Any litigation under this bid, contract will be subject to Chennai jurisdiction.

4.25 Performance Security

Within 10 (ten) days of signing of contract, the seller shall furnish to the Bank the performance security equivalent to 5% of the contract amount in the form of a Bank Guarantee in the format enclosed (Annexure 6) valid for 66 months.

The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The performance security will be discharged by the Bank and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty/maintenance obligations.

4.26 Hardware Warranty and Maintenance

4.26.1 In respect of all hardware products offered and supplied, the bidder shall offer three year comprehensive warranty from the date of final acceptance.

4.26.2 Bidder shall give the AMC Charges which includes replacement of spares and onsite support etc. This shall be specifically quoted by the bidders in their offer in the hardware AMC charges.

4.26.3 During the warranty and AMC period, the bidder shall be responsible for all costs relating to labour, maintenance (preventive and corrective) and transport charges from and to the Bank's Sites where scanner is installed.

4.26.4 Comprehensive Maintenance of the hardware for Cheque Truncation System shall include quarterly preventive maintenance of all hardwares supplied and installed in all designated branches and offices as per this bid. Maintenance of hardware include reloading of software when required or in the event of system crashes / malfunctioning and any other aspect which may have an impact on the efficacy of the system.

4.26.5 In case of failure relating to system software in scanners etc., the Bidder shall ensure that system is made operational to the full satisfaction of the Bank in the shortest possible time or mutually agreed period. Such a clause will be incorporated in Service Level Agreement.

4.26.6The rate for providing Comprehensive Annual Maintenance Service (AMC) for scanners and related hardware(which includes replacement of spares and onsite support etc) should be included in the quote.

5. Proposal Scope and Guidelines**5.1 Proposal Content/Proposal Format**

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal and answer the questionnaires completely. The proposal should be prepared as outlined in Annexure 1. The quality of the Bidders' proposal will be viewed as an indicator of the Bidder's capability and interest in the project.

All costs incurred by the Bidders while participating in the BID process and subsequent presentations, demonstrations, and contract negotiation processes shall be absorbed entirely by the Bidders. All supporting documentation submitted with this proposal shall become the property of the Bank.

5.2 Pre-bid Meeting

- a. A pre-bid meeting is scheduled to be held at the following address at **11.00 AM on 30.05.2012**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting at

Indian Bank, Corporate Office
254-260Avvai Shanmugham Salai
Chennai, PIN 600 014

- b. The purpose of the meeting will be to clarify issues and to answer questions on any related matter that may be raised at that stage.
- c. The bidder is requested to submit any questions in writing to reach the Bank two days before the meeting.
- d. Reply will be given only for queries received in writing within the prescribed time informed during pre-bid meeting.
- e. Text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment if any to the bid document, will be published in Bank's website and will be informed to the Bidders who raised queries.

5.3 Amendment of bidding documents

- a. At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the Bidding Document by amendment.
- b. Amendments, if any will be notified in the Bank's website and will be binding on all prospective bidders who intend to submit the bids.

5.4 Submission and Acceptance of Bidder Proposals**a. Proposal Delivery:**

(1) Bidders must submit the technical bid in sealed cover in the following manner:

The sealed cover for technical bid should be marked as:

"Technical Bid (Supply, installation and maintenance of Scanners under rate contract for Cheque Truncation System (CTS) and

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support for integration with Bank's own CTS software - **Bid Ref. No. HO/TMD/PO/368/2012-13 dated 23.05.2012)**".

Bidder should also submit the soft copy of the complete technical bid in MS-Word format on a CD super scribing "**Soft copy of Technical Bid (Scanners under rate contract for CTS)**". In case of any discrepancy between softcopy and the hard copy of the technical bid, the latter will be treated as authorised version.

(2) "**Commercial Bid - As the commercial Bidding will be through online Reverse Auction process, commercial bid in physical form need not be submitted along with technical bid**".

The Technical bid should be sent to the following address **on or before 15:00 Hrs on 13.06.2012.**

**Asst. General Manager,
Expenditure Department,
Head Office,
Indian Bank,
Corporate office,
254-260 Avvai Shanmugam Salai
Chennai (India) PIN 600 014**

All pages of technical bids should be serially numbered. If more than one volume is sent, the volumes also should be numbered. The covering letter should mention the total number of volumes and total number of pages in each volume.

Bids should be duly signed by the authorised signatory with company/firm seal and date.

b. Deadline for submission of bids:

The Bank must receive all proposals before 15.00 Hrs on 13.06.2012. Proposals received after the above stated date and time will be disqualified.

If the last date for submitting the bids declared to be a holiday at Chennai, then the bids may be submitted on the next working day till 15.00 Hrs.

The Bank reserves the right to extend the deadline for the submission of bids by amending the bid document, in which case all rights and obligations of the Bank and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Such extension of deadline will be notified in the website of the Bank.

Any bid received after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the bidder.

c. Exceptions to the Bid Document / BID

The Bank reserves the right to accept or reject any or all bids, to take exception to the BID specifications or to waive any formalities. Bidders may be excluded from further evaluation for failure to fully comply with the specifications of this BID. The Bank is under no obligation to acquire any or all of the items proposed, or to explain why any proposal is accepted or rejected.

The Bank reserves the right to accept or reject the deviations. NON-MENTION OF DEVIATIONS SHALL IMPLY COMPLIANCE TO BANK'S SPECIFICATIONS.

5.5 Opening of bids

- a. The Bank will open the technical bids in the presence of the officers authorised for the purpose, and bidders' representatives at **15.30 Hrs on 13.06.2012**.
- b. The bidders, who have complied with Banks technical specification and qualification criteria, will be informed to participate in the online reverse auction process.

5.6 Clarification of bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the bidder. The request for clarification and the response shall be in writing.

6 Overview of Evaluation Process

The objective of the evaluation is to select the appropriate scanner hardware from the Bidder(s) capable of installing and integrating the scanner and support for integration with Bank's own CTS software with the functions designated, within specified time frame and in a cost-effective manner. In addition, the Bidders must be willing and capable of providing ongoing maintenance and support that is responsive to the needs of the Bank in sustaining normal operations.

If any information provided in the response to this BID is found to be incorrect or misrepresented, at any stage of the evaluation process, the Bank retains the right to summarily disqualify the Bidder from the evaluation process and from further bids in future.

6.1 Evaluation process and comparison of bids

Evaluation criteria established by the Bank for evaluating the bid may be suitably amended in part or full at Bank's discretion, is as follows:

Phase 1 – General Evaluation

- i. Bids will be short-listed based on the eligibility criteria specified in this bid document.
- ii. Bidder should submit bid security amount in the form of Bank Guarantee.
- iii. The Bank will examine the bids to determine whether they are complete in all aspects, whether the documents have been properly signed and whether the bids are generally in order.
- iv. Bidder should not mention price of the scanners and software offered under rate contract along with the technical bid, otherwise the same will be summarily rejected.
- v. In case of bidder offering scanners and related software etc., not developed/manufactured by him, the bidder should have specific arrangement(s) with the OEM for supply, installation, maintenance and support during warranty and AMC period. The bidder will be required to submit OEM Authorisation Form (Annexure 7).
- vi. The bid valid for a shorter period than **180 days** from the last date for submission will be rejected as non-responsive.

- vii. Any effort by the bidder to influence the Bank in the process of evaluating bids and in decisions concerning award of the contract will result in the rejection of the bidder's bid.
- viii. The bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons therefor.

Phase II – Evaluation

The bid document will be evaluated for the following parameters for compliance bid and for the scanner to meet our Functional and Technical requirements:

S. No.	Parameter	Available / Complied or not complied
1	The bidder should be a limited company and should be in existence in India for a minimum of three years (proof to be submitted)	
2	Bidder should be an authorised partner in India to the Original Equipment Manufacturer (OEM) / Distributor (proof to be submitted).	
3	The Bidder must have minimum average annual turnover of Rs. 5.00 crores during last three financial years (Proof to be submitted).	
4	Bidder should be earning net profit for the last three years (Proof to be submitted).	
5	Technical and System Functionality of scanners (refer Annexure 4)	
6	Bidder should have supplied Cheque scanners for Cheque Truncation System (CTS) for a minimum of two Banks. Bidder should submit copy of Purchase Orders from both the Banks as proof (documents in support of this compliance)	
7	A recent letter mentioning satisfactory maintenance support for scanners should be submitted from the two Banks specified in item (6)	
8	Bidder should have support centres/representatives in all District Head Quarters in India.	

- i. Availability of any additional features will not attract any additional advantage during technical evaluation.
- ii. The bidders who have complied with Banks technical specification and qualification criteria, will be informed to participate in the online reverse auction process.

Phase III – Commercial Evaluation

- **Technically qualified Bidders alone will be individually intimated to participate in the online reverse auction process.**
- Cost of optional items, if any, will not be included for evaluation purposes.

- The Bank's evaluation of a bid will take into account, in addition to the bid price quoted the following factors, if any –
 - The cost of supply, installation, testing and commissioning of supplied scanners, software and other hardware under rate contract.
 - Annual Maintenance Costs for 2 years for Scanner hardware including support for API software and other related software and hardware, after the initial warranty period of 3 year as quoted by the Bidder to be supplied under rate contract.
 - The cost of the other incidental services.
 - Cost of inland transportation, insurance, and other costs within India incidental to delivery of the goods to their final destination.
 - Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these Clauses, a substantially responsive quote is one which confirms to all the terms and conditions of the quote Documents without material deviations.

The Bank will be under no obligation to accept lowest or any other offer.

6.2 Payment Schedule for project

6.2.1 Payment schedule for Scanners under rate contract:

On Delivery: 80% of the cost price (exclusive of AMC) on delivery of goods and upon submission of documents as below.

- i) A copy of the Supplier's Invoice showing order number, goods, description, quantity, unit price, taxes total amount sent to the office.
- ii) Original Acknowledgement of receipt of goods from the Consignee in a copy of the invoice
- iii) Original of Transit and Storage-cum-erection policy.
- iv) Claim for Reimbursement of Octroi / entry tax paid, if applicable, should be made along with the claim for delivery payment by submitting the original Octroi / entry tax receipt.

The supplier's request(s) for delivery payment shall be made to CO:TMD in writing, accompanied by the above documents as per the terms of this purchase order.

On final acceptance: 20% of the cost price (exclusive of AMC) upon submission of the claim supported by the Acceptance Certificate signed by the bank/bank's representative and Bidder's representative.

Payment will be made upon submission of documents as below.

- i) A copy of the Supplier's Invoice showing order number, goods/services, description, quantity, unit price, taxes , total amount sent to the office.
- ii) Original Acknowledgement of receipt of goods/services from the Consignee in a copy of the invoice

The supplier's request(s) for payment shall be made to CO:TMD in writing, accompanied by the above documents as per the terms of this purchase order.

6.2.2 Payment of AMC Charges of Software and Scanners under rate contract

AMC Charges for Scanners and support for related software are payable half yearly in advance centrally at CO:TMD upon submission of claim along with performance report of previous half year from the respective Service Branch/Nodal Branch.

6.3 Scanner Acceptance Testing

Prior to live cutover, The Bank will require a period of time fixed to evaluate the scanner integration with Bank's own CTS software. This evaluation period will be required to verify the application software operations and effectiveness with the scanner. The Bidder will provide appropriate assistance for the system acceptance testing to the bank.

6.4 Unsatisfactory Performance

Based upon unsatisfactory performance of the Bidder Scanner Hardware and software, The Bank retains the right to reject the system in its entirety during the evaluation period for a full refund.

6.5 Bank's Right to vary the quantities mentioned in the Bid

Bank reserves the right at the time of awarding the contract to increase or decrease by 25%, the quantity of goods and services originally specified in the bid without changing the unit price or other terms and conditions.

Annexure 1 – Proposal Format

1.1 Proposal Response Guidelines

Bidders should ensure that their proposals clearly set out all the information requested in the following sections as well as in the order.

Bidders must provide individual and factual replies to specific questions required in the annexures.

References to sales or any other literature should be avoided even if the literature forms a part of the proposal.

All proposals must be duly stamped and signed by an authorised signatory for the Bidder on each page.

1.2 Proposal Format

This section provides the structure for Bidders to prepare their responses. Bidders are requested to follow this structure.

1. Technical Bid (“Technical Bid for Supply, installation and maintenance of Scanners under rate contract for Cheque Truncation System (CTS) and support for integration with Bank’s own CTS software - **Bid Ref. No. HO/TMD/PO/368/2012-13 dated 23.05.2012**”)

Bidders are requested to structure their technical proposals under the following sections:

Section I – Management Information Summary:

This section should be structured as follows:

Introduction

Summary of proposed systems

Bidder’s role

Bio-data of Key professionals

Section II – Details:

This section should be structured as follows:

Bidder Information

Compliance to all points mentioned in eligibility criteria

Bidder should submit OEM Authorization/Distributor Form as per Annexure 7.

Application Software

Hardware and Operating System/System Software details/other software components required (indicative).

Delivery

Support and Training

Implementation

Customisation policy and support

Contractual Terms

Section III –Questionnaire.

The completed Questionnaire of relevant sections given in Annexure 2.

Section IV – Reference site details:

Quote minimum one reference site preferably within India, that may be contacted for a discussion on the system(s) proposed. Give the bank's/company's address and telephone number and the name and designation of the person(s) at each site that may be contacted to discuss the proposed systems.

Furnish all details as requested in Annexure 3.

Section V – Functional and Technical Requirements:

The completed Functional and Technical Specifications in Annexure 4.

One Set of entire bid document along with subsequent clarifications and amendments, if any, should be submitted signed by the authorised signatory in all pages.

Section VI – Bid Security

Bid security in the form of Bank guarantee as per Annexure 5.

2. Commercial Bid ("Commercial Bid for Supply, installation and maintenance of Scanners under the rate contract for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software - Bid Ref. No. HO/TMD/PO/368/2012-13 dated 23.05.2012)

Commercial Bid format as per Annexure 10(to be submitted after online reverse auction).

Annexure 2 – Questionnaire
2.1 Bidder Profile
(To be filled in by Bidder)

<i>General</i>	
Company Name	
Date of Incorporation	
Holding Company or Parent Company (if any)	
Company's local (in India) address	
Contact details: Name, phone, fax and email	
Please provide details of ownership: private/public; ultimate parent; major shareholders. Any significant changes in ownership in the last two years? Who are the primary shareholders? (Also indicate major shareholders with percentage holding in case of limited companies)	
Number of years in business	
Number of years of experience in Cheque Truncation System in India	
Account Representative	
Address and Phone no	
<i>Certifications</i>	
Please provide details of quality process certifications (e.g. CMM, ISO etc., enclose a copy)	
Any other certifications, please specify	
<i>Staff</i>	
Total number of employees	
Total number of employees for Maintenance	
Validity of BID and Expiration Date	
Any pending or past litigation (within 3 years)? If yes, please furnish details with present status. Please also mention any claims / complaints received in the last three years.	

2.2 General Product Information

System Name	
Date of launch	
Date when first client site went live with name of client	
Largest customer for this product a. Name of the customer b. Number of offices/branches	
Mention any other features of the product(s) / software	
What major enhancements are planned?	
Describe any limitations on the use of the proposed products.	
Any system level configuration required for functioning of Scanner	
Mention Backup and Retrieval procedure if any	

2.3 Financial Position (Enclose copy of audited statements)

(Rs in Lakhs)

	2008-09	2009-10	2010-11
Paid up Capital			
Tangible Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			
Profit after Tax			

Please attach annual reports / duly audited financial statements for the last three financial years.

Date:

Signature of Authorised Official with seal

Annexure 3 – Reference Site Details

(Please furnish details of the reference sites where Scanner related to Cheque Truncation System only has been supplied by the **Bidder himself**. Bidder should submit necessary documents as proof of the same)

1	Company Name	
2	Company Address	
3	Telephone Number	
4	Fax Number	
5	Contact Person's Name	
6	What is or was the contact person's role in the implementation / project?	
7	Name of the Bank where Scanners have been supplied with details of purchase orders (copy of purchase order to be enclosed).	

Annexure 4 – Functional and Technical Requirements
PART-I

Date:

The Asst. General Manager
CO: Expenditure Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Supply, installation and maintenance of Scanners under rate contract for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software

**Ref: Your Bid No. HO/TMD/PO/368/2012-13 dated 23.05.2012.
@@@@@**

Referring to your above BID, we submit the compliance details of the specifications given below:

(I) SPECIFICATIONS OF THE SCANNERS
a. SPECIFICATIONS AND FEATURES OF THE SCANNERS FOR BRANCHES AND SERVICE BRANCH UNDER RATE CONTRACT(150 Nos.)
Make:
Model:

S. No	Specification	Complied/Not Complied with relevant details
1.	The Scanner should be capable of scanning a minimum of 60 cheques per minute. (DPM to be achieved with or without enabling UV feature at the time of scanning with Cheque length 6 inches or above)	Mention DPM Speed:
2.	Capacity of Auto Feeder minimum of 35 Cheques	Mention Capacity of Automatic Feeder :
3.	The scanner should have minimum of one output bin	Mention No. of output bins:
4.	During the Product life i.e warranty of 3 years and AMC of 2 years scanner should scan the cheques without degrading the image quality as per RBI/NPCI requirement.	
5.	Support for Resolution of 100 dpi and 200 dpi	Mention Resolution supported:
6.	The scanner should support JFIF image format with JPEG compression Technology and TIFF image format with CCITT G4 compression Technology	
7.	The scanner should be compatible with Windows XP SP3 or above	List of compatible OS:
8.	The scanner should print a one line endorsement on the back of the cheque prior to/at the time of imaging of the cheque.	
9.	Facility to be provided to scan already endorsed	

S. No	Specification	Complied/Not Complied with relevant details
	cheques separately for endorsing in a different place.	
10.	The scanner should provide minimum four endorsements. It should not be overwritten/overlapping on each other	
11.	The auto feeder should be capable of feeding only one cheque at a time. Piggybacks, if any should be sensed and warning provided for. The scanner should never scan two instruments at a time. i.e scanning front side of one cheque and rear side of another cheque.	
12.	The scanner should read MICR data, print endorsement, capture front grey scale, front and back black and white images in a single pass.	
13.	The scanner should have the facility to identify the Ultraviolet Bands in the cheques	
14.	The scanner should have the facility to find areas where Ultra Violet Ink is erased or tampered.	
15.	The scanner should have the facility to find Counterfeit/Fraud/Doctored Cheques	
16.	All accessories including the Indian condition power cords needs to be supplied.	
17.	The printer provided should be compatible with USB 2.0 technology and USB interface cable to be provided	
18.	Necessary API/Tools including Image Quality Analysis (IQA) software for verification of Cheque Image Quality as per RBI/NPCI requirements and for cheque scanning with all the above features including UV facility needs to be supplied for all the scanners with necessary licences.	
19.	Necessary support for integration of scanner and IQA with Cheque Truncation Software developed by the Bank.	

List of deviations from the required specifications:

- 1)
- 2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

We agree for the delivery period of software, hardware and installation as per your above bid.

Corporate Office:Technology Management Dept
Bid Ref No. HO/TMD/PO/ 368/2012-13 dated 23 05 2012

We agree to the terms of payment mentioned in your bid.

We offer a warranty period of 36 months for all the hardware and software from the date of installation/satisfactory commissioning for all hardware and software.

We agree for insuring the systems covering transit risk and also storage cum erection risk for a period of three months from the date of delivery at the destination.

We enclose the service support details for the given sites including the number of Engineers and technical brochures for the model quoted.

We enclose the list of clients to whom we have supplied systems at the given centres.

We submit that we shall abide by your Standard terms and conditions governing the quotations and Warranty mentioned in your bid.

We submit that the details given above are true to the best of our knowledge.

For

Office Seal
Place:
Date:

(Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:
Telephone No:
(at Chennai)
E-mail ID :

Corporate Office:Technology Management Dept
Bid Ref No. HO/TMD/PO/ 368/2012-13 dated 23 05 2012
Annexure – 5
BID SECURITY FORM

To
Indian Bank
Corporate Office
Technology Management Department
254-260 Avvai Shamugham Salai
Chennai - 600014

Whereas(*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of hardware and software under rate contract for Cheque Truncation System (*hereinafter called "the Bid"*), we (*name of bank*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto Indian Bank (*hereinafter called "the Bank"*) in the sum of Rs.3,00,000/- (Rupees Three lakhs only) for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; 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 within specified time of 10 days; or
 - (b) fails or refuses to furnish the performance security within 10 days of signing the contract.

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, and any demand in respect thereof should reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this bid security shall not exceed Rs. 3,00,000/-
2. This Bank guarantee will be valid upto(date);
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before (date).

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

.....

(Signature of the Bank)

NOTE :

1. Bidder should ensure that the seal and CODE No. of the authorised signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of appropriate value
3. Bid security should be INR only
4. Presence of restrictive clauses in the Bid Security Form such as suit filed clause/ requiring the Bank to initiate action to enforce the claim etc., will render the Bid non- responsive.



PERFORMANCE SECURITY FORM

Bank Guarantee No. _____ Date _____ :

To :

INDIAN BANK,
 Chennai,
 INDIA _____ :

WHEREAS (Name of Supplier) hereinafter called "the Supplier") has undertaken, in pursuance of Contract No..... dated,..... 2012... to supply.....
(Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give on behalf of 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 theday of.....2012.....

Signature and Seal of Guarantors

.....
 Date.....2012.....
 Address:.....

NOTE:

1. Suppliers should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantees issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value

(The above format is illustrative only and may be suitably modified later by Indian Bank)

Annexure – 7 OEM/DISTRIBUTOR AUTHORIZATION FORM

No. _____ Dated

To

INDIAN BANK
HEAD OFFICE,
CHENNAI.

Dear Sir:

Bid Ref. No. _____

We _____ who are established and reputable manufacturers of _____ (*name & descriptions of products offered*) having production facilities at _____ (*address of production unit*) do hereby authorize M/s _____ (*Name and address of Agent*) to submit a bid, and subsequently negotiate and sign the contract with you against the Bid Ref. No: _____ (*reference of the Invitation to Bid*) for the products manufactured by us

We hereby extend our full guarantee and warranty as per Warranty clause of the Conditions of Contract for the products and services offered for supply by the above firm against this IFB and duly authorise said firm to act on our behalf in fulfilling all installation, technical support and maintenance obligations required by the Contract.

Yours faithfully,

(Name)

(Name of the developer)

Note: This letter of authority should be on the letterhead of the OEM / Distributor and should be signed by a person competent and having the power of attorney to bind the OEM / Distributor, it should be included by the Bidder in its bid.

Annexure-8
CONTRACT FORM

THIS AGREEMENT made theday of....., 2012 Between Indian Bank, having its Head Office at 66, Rajaji Salai, Chennai 600 001 (hereinafter "the Bank") 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 Bank invited bids for certain Goods and ancillary services viz., (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Conditions of Contract;
 - (b) The Schedule of Requirements;
 - (c) The Bank's Notification of Award.
 - (d) The Bid Form and the Price Schedule submitted by the Bidder;
3. In consideration of the payments to be made by the Bank to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Bank to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

S.No.	Particulars	Amount in Rs.
1.		
2.		
TOTAL		

TOTAL VALUE: Rs.



Corporate Office:Technology Management Dept
Bid Ref No. HO/TMD/PO/ 368/2012-13 dated 23 05 2012

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:.....

(The above format is illustrative only and may be suitably modified later by the Bank)

Annexure – 9. NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2012 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at No.66, Rajaji Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

.....**Limited** a company registered under the Companies Act having its registered office at..... hereinafter called the " " 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 in the course of such business activity have been providing the facility of Cheque Truncation System to its clients and corporates.

The Bank has developed/evolved the idea of implementation of Cheque Truncation System software.

The has been engaged in the business of developing software, manufacture, supply and installation of software/computer systems (alter/modify as per requirement).

The Bank has approached the..... for improving the idea ofin the form of a software based on the idea of bank and supply of computer systems and installation of the specific software developed for Bank.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between them. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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 business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

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 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 material derived from the disclosing

party to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to knowledge 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:

- i. Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- ii. Is or becomes publicly known through no unauthorized act of the Receiving party.
- iii. Is rightfully received from a third party without restriction and without breach of this agreement.
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented.
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. 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 confidential information and all copies, abstracts, extracts, samples, note or modules thereof

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 nor 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 it 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.Dispute resolution mechanism:

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

11.Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts in Chennai.

12.Governing laws

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

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

BANK

(The above format is illustrative only and may be suitably modified later by Indian Bank)

Annexure-10
PART-II(To be submitted after Online Reverse Auction)

Format of Commercial Quote for scanner for Cheque Truncation System under rate contract

(As the commercial Bidding will be through Reverse Auction, commercial bid in physical form need not be submitted along with technical bid)

Date:

The Asst. General Manager
CO: Expenditure Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Supply, installation and maintenance of Scanners under rate contract for Cheque Truncation System (CTS) and support for integration with Bank's own CTS software

Ref: Your Bid No. HO/TMD/PO/368/2012-13 dated 23.05.2012.
Online Reverse Auction Dated _____

@@@@@

Further to the online reverse auction conducted on _____, we submit hereunder the price breakup for supply, installation and maintenance of scanners under rate contract as per the specifications given in Part-I.

I) Price of Scanner:

Item Description	Unit price inclusive of all applicable Taxes, delivery & installation charges and three years warranty, except Octroi and Entry Tax, if any (Rs.)
Cost of Scanner with IQA, UV & related API	
Total	

II) Details of Annual Maintenance Charges (AMC) for the Scanner

Item Description	AMC Charges for 4th and 5th Year (Exclusive of service tax) in Rupees.		
	4th year (a)	5th year (b)	Total AMC for 2 years (c=a+b)
	Unit Price	Unit Price	Unit Price
AMC charges for Scanner with IQA, UV & related API			

Summary of Commercial Breakup Details

S No	Description	Amount in Rupees
1	cost of the scanner with 3 years warranty (As per Total of item I)	
2	AMC Charges for 4th & 5th year for Scanner maintenance (As per Total of item II)	
	Grand Total (Total of Sl.No.I to II)	

Total Amount in words: Rupees _____

Note: Free Warranty period should not be less than 36 months for all hardware and software from the date of final acceptance.

We submit that we shall abide by the details given above and terms and conditions given in Bid document.

For

Office Seal
Place:
Date:

(Authorised Signatory)

Name:
Designation:
Mobile No:
Business Address:
Telephone No:
(at Chennai)
E-mail ID: