

SECTION VI**BID FORM AND OTHER FORMATS**

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SECTION – VI**1. BID FORM****FORM OF BID**

(Bidders are required to furnish the Form of Bid)

Date: _____

To,

Asst. General Manager
Rural Banking Department,
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai 600 014.

Sub: Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System

Ref: Bid Document No. CO:RBD:202:2018-19 dated 10.09.2018.

Having examined the Bidding Documents including Agenda Nos..... (Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Installation, Development/Configuration, Customization, Implementation, Management and Maintenance..... (Description of Goods and Services), in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the Project Timeline and Schedule of delivery specified in the Scope of the Project.

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

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

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

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

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

We undertake to supply, install, migrate and maintain Loan Origination/Management Software (LOS/LMS) for the Bank.

Ref: CO:RBD:202:2018-19**Date: 10/09/2018**

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

Dated thisday of 201.....

.....

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email

Ref: CO:RBD:202:2018-19
Date: 10/09/2018
2.BIDDER'S PROFILE

S.No.	Particulars	To be furnished by the Bidder
1	Name and address of the Bidder	
2	Year of establishment	
3	Constitution of the bidder	
4	Telephone Number	
5	Fax Number	
6	E-mail ID	
7	Name and designation of the personnel authorized to submit bids on behalf of the Bidder and can make commitments to the Bank (Copy of Power of Attorney / resolution authorizing the official for signing the Bid to be submitted)	
8	His/Her telephone number Mobile number e-mail address	
9	Name and designation of the personnel authorized to take decisions on behalf of the Bidder and can make commitments to the Bank	
10	Telephone number Mobile number e-mail address	
11	Name and designation of the personnel authorized to enter into contract on behalf of the Bidder and can make commitments to the Bank (Copy of Power of Attorney / resolution authorizing the official for signing the contract to be submitted)	
12	His/Her telephone number Mobile number e-mail address	
13	Profile of key personnel involved in the Project (domain specific	

Ref: CO:RBD:202:2018-19
Date: 10/09/2018

	and others) with their CVs (Information in respect of skill and expertise specifying technical and banking knowledge/solutions should be mentioned) Service/support for similar project assignment by the personnel Track record	
14	Details of LOS/LMS solution implemented in Government dept. /scheduled commercial bank/ insurance company certified by IRDAI/ Non – Banking Financial Company by OEM:	
	Name of the Bank/Institution	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	
	Date of go live	
	Present Status of the Project	
15	Details of LOS/LMS solution implemented in Government dept. /scheduled commercial bank/ insurance company certified by IRDAI/Non – Banking Financial Company by the bidder:	
	Name of the Bank/Institution	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	
	Date of go live	
	Present Status of the Project	

Ref: CO:RBD:202:2018-19
Date: 10/09/2018

16	Present LMS/LOS projects on hand:	
	Name of the Bank/Institution	
	Location of Head Office	
	No. of branches/sites under coverage	
	Specific area of involvement	
	Functionalities implemented	
	Start Date of the Project	
	Present Status of the Project	
17	Details of the Team proposed (along with their previous experience in LOS/LMS solution implementation/operations) for proposed Solution implementation in Indian Bank	
18	Details of Tender Fee submitted	
19	Details of EMD submitted	
20	Turnover for the year 2015-16 (Rs Crores)	
21	Turnover for the year 2016-17 (Rs Crores)	
22	Turnover for the year 2017-18 (Rs Crores)	

(in case of any proof which is not identifiable, the decision of the Bank would be considered final and binding upon the bidders)

Ref: CO:RBD:202:2018-19**Date: 10/09/2018**

3. SELF DECLARATION – BLACKLISTING

To,

Asst. General Manager
Rural Banking Department,
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai 600 014.

Dear Sir,

Sub: Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System

Ref: Bid Document No. CO:RBD:202:2018-19 dated 10.09.2018.

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:

4. BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that We..... (Name of Bank) of (Name of Country), having our registered office at (address of Bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 201 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

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

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

(Signature of the Authorised Official of Bank)

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

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

Ref: CO:RBD:202:2018-19
Date: 10/09/2018
5. COVERING LETTER

Ref. No:

To,

 Asst. General Manager
 Rural Banking Department,
 Indian Bank Corporate Office,
 254-260, Avvai Shanmugam Salai,
 Royapettah,
 Chennai 600 014.

Dear Sir/Madam,

Ref: Indian Bank Tender No CO:RBD:202:2018-19 dated 10.09.2018 (Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System)

Having examined the RFP including all Annexures, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and deliver the equipments and services including installations and commissioning in conformity with the said RFP.

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

We confirm and acknowledge having received the following amendments/clarifications to the bid document:

Amendments/Clarifications No.	Dated

We agree to abide by this bid for the period of 180 days from the date of technical bid submission.

We understand that Indian Bank is not bound to accept the offer and that Indian Bank has the right to reject the offer without assigning any reasons whatsoever.

Until the successful bidder is identified, this bid shall remain binding upon 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 namely "Prevention of Corruption Act 1988".

Dated this _____ day of _____ 2017.

(Signature) (In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder) _____

.....

6. ACCEPTANCE LETTER TO BE GIVEN BY BIDDER

To,

Asst. General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Dear Sir/Madam,

Sub: Acceptance of the Terms and Conditions and Confirmation of the Offer.

Ref: Indian Bank Tender No. CO:RBD:202:2018-19 dated 10.09.2018.(Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System)

The details submitted in the format above are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution of the contract, Indian Bank has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted; bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of bidders for providing LOS/LMS solution.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation.

Place:

Date:

Seal & Signature of the Bidder

.....

Ref: CO:RBD:202:2018-19**Date: 10/09/2018****7. FORMAT FOR LETTER FROM INSTITUTION WHERE THE LOS/LMS SOLUTION HAS BEEN IMPLEMENTED (As per the clause e of Section V)****Ref. No:**

To,
Asst. General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Dear Sir/Madam,

Sub: Implementation of LOS/LMS solution

Ref: Indian Bank Tender No. CO:RBD:202:2018-19 dated 10.09.2018. (Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System)

This is to certify that M/s has implemented the LOS/LMS Solution with the name in our Bank satisfactorily and the same is currently in use. The implementation of the solution started on And completed on / Under process.

(Authorized Signatory)

Name of the official:

Name & Address of Bank: _____

.....

Ref: CO:RBD:202:2018-19**Date: 10/09/2018****8. SELF DECLARATION – SIZING OF HARDWARE**

To,

Asst. General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Dear Sir,

Sub: Supply, Installation, Customization and Maintenance of Loan Management/ Origination System

Ref: Bid Document No. CO:RBD:202:2018-19 dated 10.09.2018.

We hereby certify that, that the sizing of Hardware has been considered as per the requirements and we stand guarantee for the performance issues if any noticed.

Signature of Authorized Official

Name and Designation with Office Seal

Place:**Date:**

.....

Ref: CO:RBD:202:2018-19**Date: 10/09/2018****9. SELF DECLARATION – DEVELOPMENT of NECESSARY FEATURES AS PER BANK's REQUIREMENT**

To,

Asst. General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Dear Sir,

Sub: Supply, Installation, Customization and Maintenance of Loan Management/ Origination System**Ref:** Bid Document No. CO:RBD:202:2018-19 dated 10.09.2018.

We hereby certify that, the features/functionalities mentioned in the bid document which are not available in the solution proposed by us, will be provided to the bank before go live of phase I of the solution, at no additional cost.

Signature of Authorized Official

Name and Designation with Office Seal

Place:**Date:**

.....
.....

Ref: CO:RBD:202:2018-19**Date: 10/09/2018****5. PERFORMANCE SECURITY FORM**

Bank Guarantee No.

Date

:

To :

INDIAN BANK, CHENNAI, INDIA.

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

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

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

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

This guarantee is valid until theday of.....201.....

Signature of Authorised Official with Seal

.....

Date.....201..

Address:.....

.....

NOTE:

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 71 months and claim period is 1 month as per Clause 4 of Section III(Performance Security) of condition of contract.

Ref: CO:RBD:202:2018-19**Date: 10/09/2018****6. MANUFACTURER'S AUTHORIZATION FORM**

Note: This authorization letter should be printed on the letterhead of all the Original Equipment Manufacturers (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP: Reference No.

Date:

To,

Asst. General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Dear Sirs,

Sub: Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System

Ref: RFP No. CO:RBD:202:2018-19 dated 10.09.2018

We are established and reputable manufacturers/producers of
_____ having factories/ development facilities at

_____ (address of factory/ facility) do hereby authorize M/s
_____ (Name and address of the bidder) to submit a Bid, and
sign the contract with you against the above Bid Invitation.

We here by extend full warranty for our Solution, Products and services offered by the above firm against this Bid Invitation throughout the contract period. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We further certify that, in case the Authorized Partner is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider. We also undertake to sign the ESCROW agreement along with the successful bidder.

Yours faithfully,

(Signature)

Name of Authorized Signatory:

Designation:

Date:

Name and address of the manufacturer:

Company Seal:

.....

Note: This letter of authority should be on the letterhead of the Manufacturer.

12. CONTRACT FORM

THIS AGREEMENT made theday of.....2017 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide RFP No. dated for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Conditions of Contract;
- (e) the Purchaser's Notification of Award.

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

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

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

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:.....

Ref: CO:RBD:202:2018-19**Date: 10/09/2018****13. PROFORMA OF INSTALLATION CERTIFICATE FOR ISSUE BY THE BANK AFTER COMPLETION OF IMPLEMENTATION EACH PHASE OF PROJECT**

Date:

Sub: Certificate of COMPLETION OF MILESTONE FOR IMPLEMENTATION OF THE LOS/LMS SOLUTION.**Ref:** Purchase Order No.

1. This is to certify that the milestone _____ as detailed below has/have been implemented successfully covering delivery of all the deliverables for the phase (subject to remarks in Para No. 2). The same has been installed and commissioned.

- (a) Contract No. _____ dated _____
- (b) Description of the phase _____
- (c) Deliverables in the phase _____
- (d) Date of Initiation of Phase _____
- (e) Date of commissioning and proving test _____

2. Details of deliverables not yet supplied and recoveries to be made on that account:

<u>S.No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
--------------	--------------------	-------------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained as per contract terms

4. The supplier has fulfilled its contractual obligations satisfactorily for phase ____ of the project*

or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- (a) _____
 - (b) _____
- Signature _____

Name _____

Designation with date and stamp _____

***Explanatory notes for filling up the certificates:**

(a) The Supplier has adhered to the time schedule specified for the phase in the contract in despatching the documents pursuant to Technical Specifications.

(b) The Supplier has supervised the commissioning of the deliverables in time i.e. within the period specified in the contract from the date of initiation of phase in respect of the installation and completion of respective phase.

(c) In the event of documents having not been supplied or installation and commissioning of the phase have been delayed on account of the supplier, the extent of delay should always be mentioned.

Ref: CO:RBD:202:2018-19**Date: 10/09/2018****14. NON DISCLOSURE AGREEMENT**

This Agreement made at _____, on this _____ day of _____ 2017.
BETWEEN

_____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "---" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600 014 (hereinafter referred to as "**IB**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

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

WHEREAS:

The Parties have entered into an agreement dated _____ and established a business relationship between themselves. In course of discussions and negotiations, it is anticipated that both 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 (hereinafter referred to as "**the Purpose**").

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

1. Confidential Information:

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

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

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

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

Ref: CO:RBD:202:2018-19**Date: 10/09/2018**

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

3. Use of Confidential Information.

i. 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.

ii. The --- shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.

iii. The --- shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

4. Non-disclosure:

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

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

3. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term:

This Agreement shall be effective from the date hereof 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 and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

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 now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

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, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

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, Amendment, Assignment:

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Governing Law and Jurisdiction:

1.1 The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the Parties to seek redressal/other legal recourse.

Ref: CO:RBD:202:2018-19**Date: 10/09/2018**

10. General:

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

11. Indemnity:

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

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

For and on behalf of

Name of Authorized signatory:

Designation:

.....

Ref: CO:RBD:202:2018-19**Date: 10/09/2018**

15. UNDERTAKING OF AUTHENTICITY (to be provided by OEM)

Sub: Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System

Ref: Bid Document No. CO:RBD:202:2018-19 dated 10.09.2018.

This has reference to Software and Services being quoted to Indian Bank vide our Quotation No. _____ Dated _____

We undertake that in respect of the LOS/LMS solution asked by Indian Bank shall be supplied along with the authorised license certificate and also that it shall be sourced from authorised source.

Should Indian Bank require, we shall produce certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation or support, for the LOS/LMS solution licenses already billed, we agree to return the money if any paid to us by Indian Bank in this regard and our EMD/BG get forfeited.

We also take full responsibility as per the content even if there is any defect by our Authorised Reseller, etc.

Authorised Signatory

Name:

Designation

Place

Date

PS: (The above declaration has to be given by the company secretary duly

Signed on the Letter Head of the Company)

Ref: CO:RBD:202:2018-19**Date: 10/09/2018****16. DECLARATION TO BE SUBMITTED BY THE BIDDER ON CONFIDENTIALITY**

Note: The bidder has to submit the following declaration as part of Service level agreement(in their letter head).

RFP: Reference No.

Date:

To,

Asst. General Manager
Expenditure Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Dear Sirs,

Sub: Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System

Ref: RFP No. CO:RBD:202:2018-19 dated 10.09.2018, tender Ref No.

As part of the agreement under the above reference, We hereby agree that:

- 1) RBI or persons authorized by it shall access the records of Bank and M/s (successful bidder) related to the agreement referred above and cause inspection.
- 2) We (successful bidder) shall maintain confidentiality of customer information and will not disclose any confidential information including customer information even after completion of the contract.
- 3) We (successful bidder) shall obtain prior approval of the bank for use of sub-contractors for outsourced activity etc. Prior approval of the bank shall be obtained for any change proposed in any sub-contractors.
- 4) We (successful bidder) shall isolate and clearly identify the Indian Bank's customers' information, documents, records and assets to protect the confidentiality of the information, while acting as an outsourcing agent for multiple clients.

Yours faithfully,

(Signature)

Name of Authorized Signatory:

Designation:

Date

Company Seal

Ref: CO:RBD:202:2018-19
Date: 10/09/2018
17. PART-II (PRICE BREAKUP TO BE SUBMITTED BY THE SUCCESSFUL BIDDER AFTER ONLINE REVERSE AUCTION)

Date:

Asst. General Manager
Rural Banking Department,
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai 600 014.

Dear Sirs,

Sub: Supply, Installation, Customization And Maintenance Of Loan Management/ Origination System

Ref: Bid Document No. CO:RBD:202:2018-19 dated 10.09.2018.

Further to online reverse auction conducted on _____, we submit hereunder the price breakup details of Servers as per the specifications.

Price Schedule
A. Cost of LOS/LMS solution licenses^{^^} :-

S. No.	Items	Total Cost in Rupees	Warranty charges for one year(from the date of go live)	ATS charges for the entire contract period	Total
1	Cost of LOS/LMS solution Licenses for UAT setup				
2	Any other cost for UAT setup, please specify				
3	Cost of LOS/LMS solution Licenses for Primary site				
4	Any other cost for primary setup, please specify				
5	Cost of LOS/LMS solution Licenses for Disaster Recovery Site				
6	Any other cost for Disaster Recovery setup, please specify				
	Total				

Ref: CO:RBD:202:2018-19
Date: 10/09/2018

^^ Please provide the price breakup for the cost of licenses for various types of users as listed in the tender with detailed licensing policy) for DC and DR site setup.

B. Cost of Implementation, maintenance— LOS/LMS Solution (at Primary Site and DR site)

S. No.	Item	Amount (in Rupees)
1	Implementation Charges (installation, configuration, Customization, Training, Interface(s), Testing, Acceptance, Data Migration etc.)	
2	Any other cost, Please specify	
	Total	

C. Cost of Manpower for onsite support for 1 year

S. No.	Item	Amount (in Rupees)*
1	Cost of manpower for Onsite support for 1 year i.e. 1 year from the date of Go Live of the proposed solution.	
	Total	

*(To be paid on a monthly basis from go live up to the end of the contract period)

Total Cost of Ownership (TCO) = Table-A + Table-B + Table-C

I. Man-days and Man-hour cost for Change Request Bill (in case of fresh change request as per the tender terms)

S. No.	Description	Applicable Charges (in Rs.) - Indicative
1	Man-Day	
2	Man-Hour	

Ref: CO:RBD:202:2018-19**Date: 10/09/2018**

PRICE STATEMENT

Total Cost of Ownership (TCO) for LOS/LMS solution for the entire contract period (inclusive of all duties, levies, freight, insurance, warranty/AMC/ATS, etc. and exclusive of all applicable taxes. Octroi/Entry Tax if any, will be reimbursed on submission of original receipts.) is Rs. _____ (in figures) Rupees _____ (in words)

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

For

Office Seal

Place:

Date:

Mobile No:

Business Address:

(Authorized Signatory)

Name:

Designation:

Telephone No:

Ref: CO:RBD:202:2018-19
Date: 10/09/2018
18. FORMAT FOR PRE-BID QUERIES

Sl No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Requested	Changes

Ref: CO:RBD:202:2018-19
Date: 10/09/2018
19. CHECKLIST FOR PART – I

SL No	Details of enclosure	Submitted / Not submitted
1	Documentary proof for bidder having implemented LOS/LMS Solution and its support services in at least one scheduled commercial bank in India. (Refer Format 7 of Section VI)	
2	Copy of Certificate of Incorporation issued by the Registrar of Companies for the proof of the company having registered in India. (Eligibility Criteria a of Section V)	
3	Certificate from a chartered Accountant supported by Audited Financial Statements (and Annual Reports, if applicable) that the bidder is having positive net worth and Turnover more than Rs. 15 Crores for the last 3 financial years. (Eligibility Criteria b. & c. of Section V)	
4	An undertaking by the bidder that it will provide operational and technical support to the bank at Chennai along with the list of support centers at these locations.	
5	A self declaration by the bidder/OEM that they have not been blacklisted by any Bank/PSU/GOI Department for non-implementation / non delivery of the order / not providing support currently as on date of submission of bid. (Eligibility Criteria h. of Section V) (Format No. 3 of Section VI)	
6	Self declaration by the bidder that the LOS/LMS solution provided is compatible with all the guidelines issued by regulatory/government bodies.	
7	Covering Letter (refer format no. 5 of Section VI)	
8	Acceptance Letter to be given by the Bidder (refer format no. 6 of Section VI)	
9	Declaration letter from the OEMs that the sizing of software and recommended hardware has been considered as per the requirements and they stand guarantee for the performance issues if any noticed (refer format no. 8 of section VI)	
10	Manufacturer's authorization Form (MAF) in the Bank's format. (refer format No. 11 of Section VI)	
11	Self-declaration from bidder for having back to back arrangement with OEMs individually.	
12	Bid Security (refer format no. 4 of Section VI)	
13	Power of Attorney / resolution authorizing the official for signing the Bid.	
14	Demand Draft for Rs. 20,000/- (Rupees Twenty Thousand only) towards Bid document Charges	

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15	The copy of RFP duly signed with seal by the authorized person, as a proof for having accepted all the terms and conditions in to without deviation.	
16	Detailed Bill of material for software components with make and model and Characteristics without price information	
17	The detailed configuration of the recommended Development, Test, Disaster Recovery and Production server environments as per the requirements mentioned.	
Check list for Successful bidder		
1	Performance Guarantee (refer format no. 10 of Section VI)	
2	Contract Form (format no. 12 of Section VI)	
3	Non-disclosure agreement in the bank's format (refer format no. 14 of Section VI)	
4	Non-disclosure agreement by the employees of the bidder related to the project in Bank's format.	
5	Certificate of Satisfactory background Check of all the employees of the SI and OEM resources associated with the project. This Certificate has to be issued every time there is a change or addition of new members on the project also.	
6	Declaration regarding accessibility to RBI, confidentiality etc (refer Section V clause no. 5)	
7	Bank may choose to take an undertaking from Vendor employees to maintain the confidentiality for the Bank's information /documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked / working on Bank's project as may have been undertaken / executed by the vendor. Vendor should be agreeable for any such undertaking/verification.	

Verified and found all the documents to be in the same order in both Hard copy and Soft Copy.

Signature of Authorised Signatory	
Name	
Designation	
Telephone Number	
Mobile number	
e-mail id	