

CO: Information Technology Department

REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

BIDDING DOCUMENT

FOR

EMPANELMENT OF SERVICE PROVIDERS FOR PROVIDING

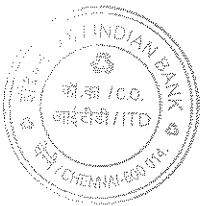
E-PROCUREMENT SERVICES

Last Date for Submission of BID: 23.03.2020 (15.00 Hours IST)



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SECTION - I
INVITATION FOR BIDS (IFB)

Indian Bank is a premier Nationalised Bank with over 2900 Branches and having a business of over Rs.4,00,000 crores. During the past decade, Bank has strengthened its IT infrastructure and has enabled marketing of technology based products and services. Bank has always recognized that Information Technology is an essential part of Banking. The Bank has been in the forefront amongst Public Sector Banks in deploying the latest available technology, in a way that technology acts as an enabler in the development of business and ensures that customers are benefited and delighted. The Bank has overseas presence through one Branch each in Singapore, Colombo & Jaffna and has reciprocal arrangements with various foreign banks across the globe. Core Banking Solution has been implemented in all the Branches. Bank is also partnering various e-governance initiatives of Govt of India and State Governments.

To increase transparency and efficiency in the tendering process, Indian Bank intends to empanel service providers for providing e-procurement services. This RFP is for conducting e-tendering and e-reverse auction events for IT projects of the Bank done by Corporate Office, Chennai. The Bank invites sealed bids from eligible Bidders for this purpose. Part-I of the Bid Document will consist of Technical and other details, Part II of the Bid Document is commercial bid and both Part I and Part II should be submitted manually.

Interested eligible Bidders, if required, may obtain further information from Indian Bank, at the address given below on all working days.

The address for communication is:-

Chief Manager
Indian Bank, Head Office,
Information Technology Department
66,Rajaji Salai,
Chennai, Pin 600 001, India.

E-Mail- skkarna55966@indianbank.co.in
babisha.lh@indianbank.co.in

Bids must be delivered on or before 15.00 hours on 23.03.2020. and must be accompanied by a Bid Security of INR 25,000/- (Rupees twenty five thousand only) in the form of Bank Guarantee issued by Schedule Commercial Bank and DD for INR 2,000/- (Rupees two thousand only) favouring Indian Bank, payable at Chennai, towards Tender Document Charges alongwith other required documents. MSEs' are exempted from payment of EMD and cost of Bid document.

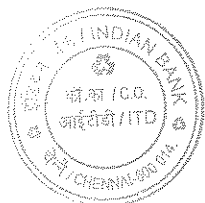
Late Bids will summarily be rejected. Part I of the Bid (consisting of Technical requirements as per Annexure I, Bid Form, Bid Security, Qualification Criteria and other related documents etc) will be opened by the Bank at 15.30 Hours IST on 23.03.2020 in the presence of Bidders' Representatives at Indian Bank Corporate Office.

Interested Bidders may send their Representative to participate in the Bid Opening Process. After technical evaluation, only the eligible Bidders will be communicated of the date and time of opening of commercial bid. Commercial quote of the technically qualified Bidders will be opened for empanelment.



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SECTION – II**INSTRUCTIONS TO BIDDERS****1. Introduction:**

The Bidder is expected to read the instructions, forms, terms and scope in the Bidding Documents. Failure to furnish all information required by the Bidding Documents may result in the rejection of their bid and will be at the Bidder's own risk.

2. Pre-bid Meeting:

- a. A pre-bid meeting is scheduled to be held at the following address at 11.30 hours IST on 06.03.2020. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

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

- b. In case the probable bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending the cost of bid document i.e. Rs.2,000/- (Rupees Two thousand only, non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have registered with the Bank will be allowed to participate in the pre-bid meeting. **Such Bidders who have submitted DD for attending pre bid meeting are not required to submit the DD for cost of Bid Document along with technical bid (Part-I).**
- c. The purpose of the meeting will be is to clarify the doubts raised by the probable Bidders.
- d. The Bidder is requested to submit all queries/clarifications to the Bank at least two days before the date of meeting through e-mail in the form prescribed by the Bank.
- e. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in our web site and informed to Bidders who has raised query/ies.

3. Amendment of bidding documents

3.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder/s, may modify the Bidding Document by Amendment/s.

3.2 All prospective Bidders may check Bank's website for amendment/s if any and it will be binding on them.



REF:CO:ITD:521/R2:2019-20**DATED 29.02.2020****4. Documents constituting the bid**

4.1 The Part-I of the Bid prepared by the Bidder shall comprise the following components:

4.1.1 Technical Bid

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

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

The documentary evidence of the Bidder's qualifications to perform the Contract if their bid is accepted, shall be established to the Bank's satisfaction:

- a. that, the Bidder has the financial and technical capability necessary to perform the Contract;
- b. that, the Bidder meets the Qualification requirements.

4.1.2 A Bid Form of the Bid Document as per format enclosed.

4.1.3 Bid security (Earnest Money Deposit).

4.1.4 Other documents as mentioned in Checklist.

The Bank may, at its discretion, reject any bid document not accompanied by the above.

5. Documents establishing solutions' conformity to Bidding Documents

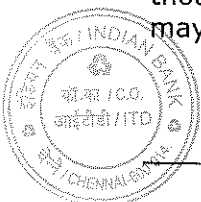
5.1 The Bidder shall furnish, as part I of their bid, documents establishing conformity to the Bidding Documents of all services, which the Bidder proposes to provide under the Contract.

5.2 The documentary evidence of conformity of the solution to the Bidding Documents may be in the form of literature, drawings and data, and shall consist of:

- a. a detailed description of essential technical and performance characteristics of the solution;
- b. an item-by-item commentary of the Purchaser's Technical Specifications demonstrating responsiveness of the solution and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

6. Bid Security (Earnest Money Deposit)

The Bidder shall furnish, as part of their bid, a Bid Security in the form of a Bank Guarantee issued by a Scheduled Commercial Bank located in India, in the form provided in the Bidding Documents for a sum of Rs.25,000/- (Rupees Twenty five thousands only) and valid for 135 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required.



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Unsuccessful Bidders' Bid Security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank.

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

6.2 The Bidder will forfeit the Bid Security,

a. if a Bidder withdraws its bid during the period of bid validity.

Or

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

7. Period of validity of Bids

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

8. Format and signing of Bid

8.1 The person or persons signing the bid shall sign all pages of the bid document, except for unamended printed literature.

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

9. Sealing and marking of Bids

9.1 The Bidder shall seal the Part I of the bid in separate envelope, duly marking the envelope as "Empanelment of Service Providers for providing e-procurement services – PART I – Technical". The Bidder shall seal the Part II of the bid in separate envelope, duly marking the envelope as "Empanelment of Service Providers for providing e-procurement services – PART II – Commercial". Both of these envelopes should be kept in a bigger sealed envelope duly marked as "Bid for Empanelment of Service Providers for providing e-procurement services – Ref RFP Ref No. CO:ITD:521/R2:2019-20 dated 29.02.2020".

9.2 The envelope shall:

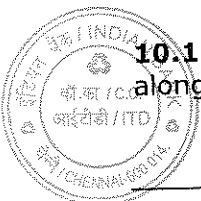
a. be addressed to the Bank at the address given below;

**Chief Manager,
Indian Bank, Corporate Office,
Expenditure Department,
254-260 Avvai Shanmugam Salai,
Royapettah, Chennai, PIN 600 014, India.**

b. bear the Project name and a statement: "DO NOT OPEN BEFORE", to be completed with the time and the date specified below.

10. Deadline for submission of Bids

10.1 Deadline for bid submission is 23.03.2020, 15.00 hours IST. The Bid Document along with required enclosures should be submitted at the place mentioned in clause



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No.9.2 either in person or it can be sent by Post but it should reach the concerned officer on or before 15.00 hours IST on **23.03.2020**.

10.2 In the event of the specified date for submission of bids, being declared a Holiday for the Bank, the bids will be received up to the appointed time on the next working day.

10.3 The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, 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.

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

11. Opening of Bids by Bank

11.1 The bids (PART-I) will be opened at 15.30 hours IST on 23.03.2020 in the presence of Bidders' Representatives.

11.2 The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the Bidder.

12. Clarification of Bids

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

13. Evaluation Criteria

13.1 General /Technical Evaluation

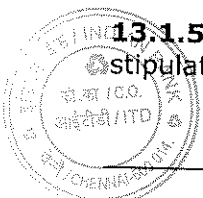
13.1.1 The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

13.1.2 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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

13.1.4 The Bidder should satisfy all the Qualification Criteria mentioned in Section V of this bid.

13.1.5 The Solution provided should meet all the Technical requirements as stipulated in the bid.



13.1.6 The Bidder should extend support for the quoted Solution for a minimum period of two years. The same shall be extended for another one year if agreed by both Bank and bidder with same term & conditions including price.

13.2 Commercial evaluation

13.2.1 The Commercial quote of technically qualified Bidders alone will be opened for empanelment.

The comparison shall be among the prices quoted. The price quoted by the Bidders should be inclusive of all charges but exclusive of GST only. Applicable TDS will be deducted from the payment.

13.2.2 Arithmetical errors will be rectified on the following basis.

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- b. If there is a discrepancy between words and figures, the amount in words will prevail.

If the Supplier does not accept the correction of the errors, such quote will be rejected and they shall forfeit the Bid Security.

14. Bank's right to accept any bid and to reject any or all bids

The Bank reserves the right to accept or reject any bid / all bids and annul the bidding process at any time prior to awarding contract, without assigning any reason and without thereby incurring any liability to the affected Bidder/s.

15. Signing of Contract and NDA

Within fifteen (15) days of Purchase Order, the Successful Bidders shall sign the Contract, Non-Disclosure Agreement(NDA) and return it to the Bank.

16. Performance Security

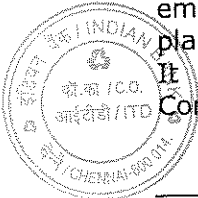
On receipt of notification of award from the Bank, the Successful Bidders shall furnish the Performance Security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents.

Failure of the Successful Bidders to comply with the requirement of signing of Contract and Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

17. Awarding of Contract

Bank shall arrive Lowest rate/s and L1 Bidder/s for Online tender (excluding reverse auction) and Online Reverse Auction separately which qualifies the specification provided. L2 and L3 Bidders may be given opportunity to match with the L1 prices within a week's time. If L2 or L3 Bidder is not ready to accept the price L4 bidder will be given chance to match the price and so on. The Bidders who agree to match L-1 rate will be empanelled. Maximum of three Bidders will be shortlisted for empanelment. However if no bidders are ready to match the price, Order will be placed with L1 bidder.

It is not mandatory for the bidders to match both the line item prices (as per Commercial bid - Part-II) and order will be placed only for the item for which price is



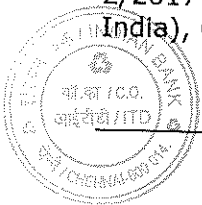
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matched by the bidder. However while submission of bids, bidders should quote their price for both the line item (as per Commercial bid - Part-II).

Purchase Order will be issued to the empanelled Bidders. Allotment of events will be on round robin basis. However, Bank may choose to allot events as per its convenience and based upon the performance & support provided by each empanelled bidder.

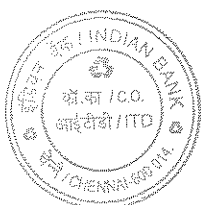
18. OTHER TERMS AND CONDITIONS

- (i) The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted (L1) Bidder/s under exceptional circumstances.
- (iv) All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory and kept with Part-I.
- (v) Benefits to Micro, Small and Medium Enterprises (MSMEs) as per the guidelines of Public Procurement Policy issued by Government of India:
 - As per the above policy, Bank reserves the rights to procure 20% of the total requirements, from Micro, Small and Medium Enterprises (MSMEs) provided such MSMEs are complying with the eligibility criteria and technical specifications of the RFP, quote their price within the price band of L1(Lowest)+15% and agree to bring down their price to L1 price.
 - If L1 (Lowest) bidder is an MSME, 100% procurement will be done from the L1(Lowest) bidder subject to the other terms and conditions of the RFP.
 - In case of more than one such MSME, the supply shall be shared proportionately to tender quantity.
 - Special provision for Micro, Small and Medium Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 20% shall be allotted to such MSEs, if participated in the tender.
 - MSMEs are also exempted from payment of cost of bid documents and submission of bid security.
 - To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- (v) The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).
- (vi) This RFQ is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017.



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SECTION - III - CONDITIONS OF CONTRACT**1. Definition**

In this contract, the following terms shall be interpreted as indicated:

- a. **"The Contract"** means the agreement entered into between the Purchaser and the Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations;
- c. **"The Services"** means E-tendering services proposed by the Bidder not excluding the solution provided as part of the services;
- d. **"The Purchaser"** means Indian Bank.
- e. **"The Service Provider"** means the Company providing E-Tendering Solution and Services under this Contract.

2. Use of Contract Document and Information

2.1 The Bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any scope or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2.2 The Bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

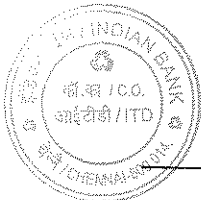
3. Performance Security

3.1 Within 15 days of issue of Purchase Order, the Bidder shall furnish to the Bank the Performance Security for Rs.1,00,000/- in the form of a Bank Guarantee issued by Scheduled Commercial Bank, valid for 26 months (with further one month claim period), in the format enclosed.

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

3.3 The Performance Security will be discharged by the Bank and returned to the Bidder after expiry of claim period.

3.4 If the contract is renewed for further period, the Bank Guarantee should be renewed for extended period plus 2 months.



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Contract shall initially be for a period of two years from acceptance of the Purchase Order. The Contract between the Bank and the bidder shall be renewable for further one year based on the performance. The renewal will be solely at the discretion of the Bank and based on the review of performance of the Bidder during the period of contract.

5. Gap Analysis and Customization

The Bidder shall customize the software suitable for the Bank's Technical and Functional Requirements and shall make the Application ready for use within 30 days of acceptance of the Purchase Order.

The application front-end should be customized as per the Bank's requirements viz. appearance of Bank's logo, color combination etc. Such customization will be part of the engagement and no extra cost will be payable for the same. The solution proposed should ensure compatible with IPV6 also.

6. Training

Trainings to be provided by the Bidder free of cost. No additional cost is payable by the Bank.

The Bidder shall train (free of charge) minimum 2 personnel of the Bank by certified and trained personnel of the Bidder on the e-tendering solution used for conducting online procurement events. The training would cover topics like administering, monitoring, supervising and usage of the e-tendering solution. Additional training to the Bank's staff on need basis should also be provided at no extra cost during the course of the engagement. While infrastructure for the training and lodging & boarding facilities will be provided by the Bank, the travel expenses for the same would be borne by the Bidder.

Bidder need to provide three days offline Pre and Post go-live training for end users, administrators & suppliers at Indian Bank, Head Office, Chennai. Online/ Remote Training to be provided to the suppliers during the course of conducting of events.

7. Other Services

The Bidder will jointly work with the Bank in ensuring vendors, who have been identified, participate in online bidding.

Obtaining Process-cum-Technical Compliance Statements from prospective Bidders for online reverse auction process.

Mapping the selected business rules on to the online-bidding package.

Training all qualified Bidders on participation in online bidding as well as comprehensive use of online bidding tool and obtaining certificate to this effect from the Bidders.

8. Inspection, Quality Control and Audit

The selected Bidders should undertake to implement the observations / recommendations of the Central Vigilance Commission as also Bank's IS-Audit,



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Security Audit Team or any other audit conducted by the Bank or external agencies/regulatory authorities and any escalation in cost on this account will not be accepted by the Bank.

The Bank shall, at its discretion, get the infrastructure / application software & services of the finally selected Bidders inspected / audited / reviewed by its internal / external inspectors / auditors. The finally selected Bidders should facilitate the same.

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

The Bank shall, at its discretion carry out inspection by a team of Bank officials or demand a demonstration of the solution as per requirements provided by the Bank.

The Bank may, at its discretion inspect, test the solution after signing of the contract and commencement of services, and where necessary may reject the solution / part of solution which does not meet the requirements provided by the Bank. This shall in no way be limited or waived by reason of the solution having previously being inspected, tested and passed by the Bank or its representative.

The Bank at its discretion may carry out periodic audits / reviews on continual basis and where necessary may reject the solution / part of solution which does not meet the requirements provided by the Bank.

In the event of such rejection by the Bank, the selected Bidders will carry out such enhancements / modifications as required to make the solution compliant with the technical & functional requirements laid down in this RFP.

The Bank also reserves the right to deploy an agent / agentless tool on the Bidder's infrastructure / solution for monitoring the performance of the solution / services being provided.

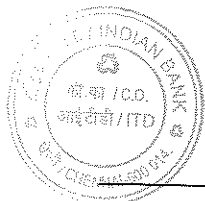
RBI or persons authorized by it shall access the records of Bank and successful Bidders related to the agreement referred above and cause inspection.

The successful Bidders shall maintain confidentiality of customer information. Further they shall isolate and clearly identify the customers' information documents, records and assets to protect the confidentiality of the information, while acting as an outsourcing agent for multiple clients.

9. Miscellaneous

The selected Bidders should carry out all tasks in coordination with the Information Technology Department of the Bank, depending on the Bank's requirement.

Note: Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons therefor.



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The Bidder is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

The Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.

The Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.

The Bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

11. Patent Rights/Intellectual Property Rights

(i) The Bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, licenses or industrial design rights arising from use of the Solution or any part thereof.

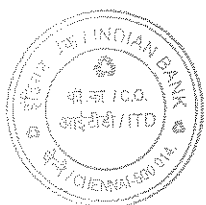
(ii) In the event of any claim asserted by a third party of infringement of trademark, trade names, copyright, patent, intellectual property rights or industrial design rights arising from the use of the Products or any part thereof, the bidder shall act expeditiously to extinguish such claim. If the Bidder fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Bank will give notice to the Bidder of such claim, if it is made, without delay.

12. Payment

100% payment will be released eventwise on successful completion of such event on submission of following:

- Event reports containing name of the tender, closing date of the event and other details etc.
- Invoices
- Payment request letter

Payment will be released within 15 days of submission of the above through NEFT/RTGS and after deducting penalties, if any.



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If any Event is cancelled due to any technical fault/ failure on part of the Bidder, no charge will be paid by the Bank for that Event. The penalty so calculated will either be adjusted with future payments or will be separately realized from the Bidder. Alternatively the Bank reserves the right to invoke the Performance Bank Guarantee submitted by the Bidder.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

14. Bidder's Liability

The selected Bidders will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual including court awarded damages and compensation suffered by the Bank arising out of claims made by third party and/or regulatory authorities.

15. Liquidated Damages

If the deliverables are not provided within the stipulated Delivery Schedule, the Bidder shall be liable to pay Rs.1,000/- per week or part thereof.

If the deliverables are not acceptable to the Bank, the Bidder shall rectify the defects to the satisfaction of the Bank. If the defects as stated in the Notice by the Bank are not rectified by the Bidder within two weeks of the receipt of the Notice, or such extensions in writing as may be given by the Bank, the Bidder shall be liable for liquidated damages for an amount equal to Rs.2,000/- per week or part thereof.

If the Bidder is not able to rectify the defects within the timelines as above, the Bank reserves the right to cancel the contract and Penalty will be recovered from payments due or by invoking the performance security.

16. Purchase Order cancellation

Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons attributable to Bank:

(a) Serious discrepancy observed during performance as per the scope of work and technical & functional requirements.

(b) If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation, any payments made by Bank to the Bidder would necessarily have to be returned to Bank with interest @15% per annum from the date of each such payment. Further the Bidder would also be required to compensate Bank for any direct loss incurred by Bank due to the cancellation of the

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contract and any additional expenditure to be incurred by Bank to appoint any other Bidder. This is after repaying the original amount paid.

17. Change Orders

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

- a. the timeline of delivery;
- b. the Services to be provided by the Bidder;

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

18. Contract Amendments

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

19. Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent.

20. Delays in the Bidder's Performance

20.1 Delivery of the Services shall be made by the Bidder in accordance with the time schedule prescribed by the Bank.

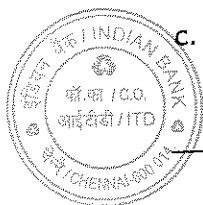
20.2 If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of Services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's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

21. Termination for Default

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

- a. if the Bidder fails to deliver the Services as per the Contract, or as per the timeline given by the Bank;
- b. if the Bidder fails to perform any other obligation(s) under the Contract.

c. If the 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 to deprive the Bank of the benefits of free and open competition.

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

22. Force Majeure

22.1 The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract in case of an event of Force Majeure.

22.2 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 restricted to, acts of the 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 condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Convenience

The Bank, by 30 days written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

24. Settlement of Disputes

24.1 If any dispute or difference of any kind whatsoever shall arise between the purchaser and the Bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or differences.

24.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter

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provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

24.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Solution under the contract.

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

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

(a) In case of dispute or difference arising between the Purchaser and a Bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

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

24.4 Notwithstanding any reference to arbitration herein,

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

b) the purchaser shall pay the Bidder any monies due to the Bidder.

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

25. Confidentiality

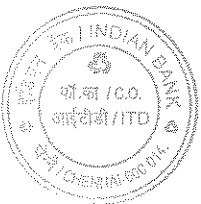
The bidder and its employees either during the term or after the expiration of this contract shall not disclose any proprietary or confidential information relating to the project, the services, this contract, or the business or operations without the prior written consent of the Bank.

26. Exit Requirements

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Successful Bidders shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services. Self-Declaration to this effect should be submitted along with the bid.

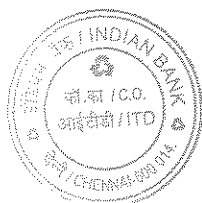
27. Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.



SECTION IV**SCHEDULE OF REQUIREMENTS****TABLE OF CONTENTS**

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SECTION – IV**SCHEDULE OF REQUIREMENTS****1. Brief Description**

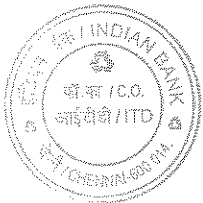
Empanelment of Service Providers for providing e-procurement services as described in Technical requirements in Annexure - I.

2. Scope of Project

Enabling hosted solution for e-Procurement of any Product, service or goods. The Solution should cover full life cycle of purchase process (from Indent to Purchase Order). The System should have the following Modules:

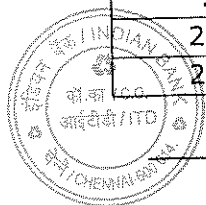
- 1) Creation of Requisition
- 2) Creation of Tender document online
- 3) Cancel/Re-invite Tender
- 4) Approve Tender online
- 5) Create Bidding formats
- 6) Centralized Registration of Vendors/ Contractors
- 7) Uploading of Tenders
- 8) Downloading of Tenders by prospective Vendors
- 9) Pre-Bid Queries
- 10) Facility for online Pre-Bid Meetings
- 11) Publish Minutes of Pre-Bid Meeting or Publish of Clarifications/Amendments
- 12) Submit Bids Online
- 13) Upload attachments to Tender
- 14) Technical Evaluation
- 15) Price Bid Opening
- 16) Publish Tender Results
- 17) Award of Contract
- 18) Purchase Order
- 19) Management Information System (MIS)
- 20) Audit Trail
- 21) Reverse Auction

The Bidder should have a well-organized Help-line during Events. The Bidder should customize the Software suitable for Indian Bank's Technical and functional Requirement and should make the application ready for use within 15 days of acceptance of the Purchase Order. Record retention as per provisions of IT Act 2000 and subsequent amendments. (Minimum period of 7 years)

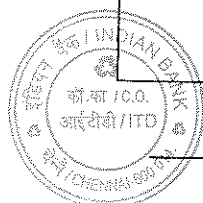


Annexure – I
Technical Specifications

S. No.	Description	Complied /Not Complied Relevant details to be filled in
1	INFRASTRUCTURE	
1.1	Provide details of the infrastructure, hardware / software, power supply, connectivity details.	
1.2	Provide details of the Data Centre where the Hardware is hosted (Data Centre should be located in India).	
1.3	Provide the details of Disaster Recovery Site	
1.4	Bidder should ensure the existence of adequate and secure infrastructure including firewall, intrusion detection, Prevention systems etc. The system shall be scalable and shall permit expansion of both the capacity and functionality	
1.5	Provide the details regarding the redundancy available at their primary site in case of any eventuality.	
1.6	Provide technical details / brochures / services offered alongwith technical specifications of each module	
1.7	The system shall support a minimum of 128 bit encryption for sensitive data, and information while in transfer. Data shall be encrypted and stored in secured format. Bidder has to provide data pertaining to all the events conducted on the website during contract period should be made available to the bank within 7 days prior to end of the contract period.	
1.8	Mention details of helpdesk	
1.9	Number of staff on technical helpdesk	
1.10	Number of concurrent events that can be conducted	
1.11	Please provide document regarding audit process	
1.12	The system should be PKI enabled	
1.13	The system should work with the Digital Certificates issued by any of the Certifying Authorities in India	
1.14	The system should support Evaluation based on a formula by which weightages can be allocated for Technical and Commercial bids.	
1.15	The e-Tendering data should be held in encrypted form.	
1.16	The Bidder should be able to provide all the data on CD on a quarterly basis.	
2	TECHNICAL REQUIREMENTS	
2.1	Portal must be available 24 x 7	
2.2	The various stages of the solution being proposed should	



	be modular and should be capable of being implemented independent of each other.	
2.3	The Bidder shall not infringe upon any third party Patent, Copyright, Design, Trademark, or any other Intellectual Property Rights for hardware, System Software, and Application Software, in the course of providing e-procurement services to INDIAN BANK	
2.4	The bidder shall indemnify and at all times keep INDIAN BANK fully indemnified and hold harmless against any and all loss, damages, costs and expenses including Attorney's fees, which may be incurred as a result of any claim or action associated with such infringement. Further the bidder shall also indemnify INDIAN BANK against any such claims arising at any time either during the contract period or subsequently	
2.5	Please provide details of experience of the Implementation Team.	
3	SCOPE OF WORK	
3.1	3.1.1. Enabling hosted solution for e-Procurement of any Product, service or goods. 3.1.2. The system should cover full life cycle of purchase (from Indent to Purchase Order)	
3.2	The System should have the following Modules: 1) Creation of Requisition 2) Creation of Tender document online 3) Cancel/Re-invite Tender 4) Approve Tender online 5) Create Bidding formats 6) Centralized Registration of Vendors/ Contractors 7) Uploading of Tenders 8) Downloading of Tenders by prospective Vendors 9) Pre-Bid Queries 10) Facility for online Pre-Bid Meetings 11) Publish Minutes of Pre-Bid Meeting or Publish of Clarifications/Amendments 12) Submit Bids Online 13) Upload attachments to Tender 14) Technical Evaluation 15) Price Bid Opening 16) Publish Tender Results 17) Award of Contract 18) Purchase Order 19) Management Information System (MIS) 20) Audit Trail 21) Reverse Auction	
3.3	The Bidder should have a well-organized Help-line during Events.	
3.4	The Bidder should customize the Software suitable for INDIAN BANK's Technical and Functional Requirements and should make the application ready	

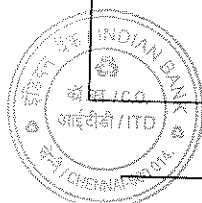


	within 15 days of acceptance of the Purchase Order.	
4	FUNCTIONAL REQUIREMENTS	
4.1	USER INTERFACE	
	GUI based Wizard Driven Configuration Customised Look & Feel, Graphical Representation, Online / Onscreen help features, Auto scaling graph etc. Dedicated sub-domain for each client is created i.e. https://INDIANBANK.xxx.in within which the Client can create multiple departments & users in the respective departments. There would be one Client Administrator who can create Department Administrators for each of the Department that is created within this particular sub-domain. Also the users can be created either by the Client Administrator or the respective Department Administrator. The actions of the respective Users can be restricted depending on the Roles & Rights that is assigned to each one of them. Home Page should have search option with different parameters like Auction Date, Auction Status, Auction Value etc. Provision to display Marquee and Banner.	
4.2	TYPES OF TENDERS	
	<i>Should support various types of Bids e.g.</i>	
1)	General Tenders	
2)	Rate Contracts	
3)	Single/Multiple Envelope Bidding	
4)	Open Tender where any Vendor can bid	
5)	Limited Tender where only limited Vendors can bid	
6)	ICB (International Competitive Bidding)	
7)	NCB(National Competitive Bidding) Tenders where Suppliers from across the world can bid	
8)	Goods Tender - with quote for each line item	
9)	Works Tender - with quote in % of the estimated cost.	
4.3	TENDER NOTICE CREATION	
1)	It should be possible to float Tender notice in any format	
2)	Notices should be visible to Vendors only after it is approved	
3)	System should allow Archival of Tenders and allow retrieval when required.	
4)	System should allow Cancelled Tender to be revived.	
5)	It should be possible to categorize Tender as New, Live, Archive, Cancelled, etc. for ease.	
6)	There should be provision for attaching images with	

	Tender Notice	
7)	The system should have the capability of assigning unique internal reference number to each Tender.	
8)	There should be a facility for Online Pre-bid Meeting, if required.	
4.4	TENDER SETTINGS	
1)	System should support Tenders with or without RFP cost.	
2)	System should support Tenders with or without EMD.	
3)	System should support Tenders with or without Pre-Bid Meeting.	
4)	System should support Tenders with or without pre-qualification phase.	
5)	System should support Tenders with or without Technical Bid.	
6)	System should have provision for inviting EOI and issuing RFP to only pre-qualified Bidders of EOI.	
7)	System should have inbuilt check to ensure that incomplete bids in any manner is not accepted.	
8)	Bid withdrawal option should be available such that Vendor is allowed to withdraw bid, that they might have submitted on or before due date and time.	
9)	System should have facility of sending emails to all Registered Vendors.	
10)	System should have the ability to set maximum size of single file upload.	
11)	System should have ability for uploading various types of documents.	
12)	It should be possible to down load Tenders free of cost also.	
13)	System should maintain record of names of those Vendors who have downloaded the Tender.	
14)	It should be possible to specify online brief description of the Tender to enable Vendors to view.	
4.5	TENDER UPLOAD	
1)	System should allow upload of multiple documents for a Tender.	
2)	System should have the facility of virus scan for uploading documents by the vendors.	
4.6	TENDER CORRIGENDUM	
1)	It should be possible to upload corrigendum and correlate them to the main Tender.	
2)	Corrigendum should be maintained chronologically.	
3)	Corrigendum should be made visible to all those who have already downloaded the original Tender.	
4.7	ONLINE PRE-BID QUERIES	
1)	The system should allow Vendors to post any number of	

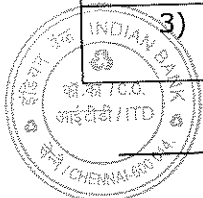
	questions.	
2)	It should be possible for Vendors to upload pre-bid queries within the timeline prescribed.	
3)	The system should have the facility of masking the name of the Vendors who have raised the questions and should be visible only to INDIAN BANK.	
4.8	ONLINE PRE-BID MEETING	
1)	It should be possible to hold pre-bid meeting online, if required by INDIAN BANK.	
2)	There should be a facility of replying to all or selected questions.	
3)	The system should not allow questions to be raised after pre-bid meeting date is over.	
4)	The system should have facility to reject providing reply to any questions.	
5)	The system should allow upload of replies to pre-bid meeting.	
4.9	VENDOR REGISTRATION	
1)	Only those Vendors who Register with INDIAN BANK for each Tender shall have access to the Tender.	
2)	It should be possible to provide different levels of access to the employees of the vendors as required by them.	
4.10	BID SUBMISSION	
1)	System should allow online submission along with attachments.	
2)	Bid modification & withdrawal option such that the Bidder is allowed to modify / withdraw the bid, that they might have submitted on or before due date and time.	
3)	Tender Opening links should not get activated before due date and time.	
4.11	BID OPENING	
1)	In case of multi envelope Tender, unless the first phase (envelope) is completed, the second phase (envelope) should not get opened and so on.	
2)	As each stage of e-Tendering gets completed the comparative chart of Vendors should get auto generated.	
3)	Rejected Vendors should not qualify for next round automatically.	
4)	System should have the facility to export data to spread sheets.	
5)	System should support online Tender Opening where Vendors can participate online from their respective offices and mark their presence online.	
6)	System should have a provision that INDIAN BANK can see the name of the Vendors who are present online at the time of online Tender Opening event.	

7)	System to support co-signing facility i.e. the remarks can be given by 2 or more officers and the same can be digitally signed by each of the officers with their respective Digital Certificates.	
8)	Bank shall be able to choose to share entire bid of other Bidders or just the summary.	
4.12	PRICE BID OPENING	
1)	Tender Opening links should not get activated before due date and time.	
4.13	E-AUCTION	
1)	System should have provision of Reverse including Rank bidding, Anonymous & Alias bidding, Multi Line bidding, Multiple Lot bidding, Package Auction (English, Transformational, Preferential, Weighted Techno Commercial) and / or any other formats.	
2)	System should have provision for Parameters Defining and Setting of Opening Price, Historic Price, Reserve Price, Landed & Base Price.	
3)	Data validation rules , Auction Rules like lowest / highest bid wins or highest / lowest quality wins etc.,	
4)	The System should display and record Start and End Time.	
5)	There should be Automatic and Manual Extensions and Closing rules. (There will be unlimited number of extensions of 5 minutes each)	
6)	Masking of Bidders - Bidders' identity is not revealed to others who are participating in the bidding process or the Bank.	
7)	Administration features like Roles and Rights, Checking login status of participants etc. should be available.	
8)	The system should be capable of providing event-wise history, Vendor-wise, Product-wise, date-wise reports.	
9)	System should have the provision to generate L1, L2, L3 chart dynamically.	
10)	Audit Trail - logs should be available for all User Transactions and administrative actions.	
11)	System should have provision to conduct reverse auction taking into account a combination of Technical and Commercial parameters and identify successful Bidder and it should be configurable as per Bank's requirement.	
4.14	ACCESS CONTROL	
1)	Access to the System by INDIAN BANK as well as proposed Vendors should be by way of User ID /Password for some Tenders (say of small values) and also through digital signatures for some Tenders. Both	



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	ways of Access should be available. INDIAN BANK should be able to decide which Tenders will be accessed through User ID/Password and which will be through digital signatures. Also OTP to be enabled for all users.	
2)	It should be possible for the Administrator to create Tender Owners and Users with any of the two modes i.e. User ID and Password or with digital signatures.	
3)	The system should have at least 3 levels of Access Control for the INDIAN BANK : (a) Administrator - who will be the super User and create Internal Users (b) Tender Owners - who can approve Tenders (c) Users - Third Level will be the Users who will create Tenders, create Corrigendum, attend pre-bid meetings download Tender documents of Vendors, evaluate etc.	
4)	The Tender document should not get uploaded unless the Tender Owner has approved the document for upload.	
5)	The access to the system by the Administrator of INDIAN BANK should be through digital signature.	
4.15	MESSAGING	
1)	There should be a facility of Broadcasting messages to Vendors during Reverse auction for information and clarifications	
4.16	ADMINISTRATION	
1)	Vendor administration	
2)	Monitoring Roles and Rights Control	
3)	Checking the login status of the participants	
4)	Masking of Vendors' identity to others who are participating in the bidding process and/or during Reverse Auction.	
4.17	REPORTS	
1)	The System should be capable of generating detailed reports (Historical data comprising of Bid history, suppliers login data, online bidding summary and price breakups etc.) in Excel/ HTML/Pdf. In case of dispute in e-procurement and e- reverse auction, bidder has to provide all the required information/data/log reports/ audit trails and all other relevant information of the event.	
2)	The System should be capable of providing Event-wise bid history, Supplier-wise, Product-wise, date-wise, time-wise reports.	
3)	Actual savings report, category wise reports , transaction based reports , aggregated reports per category cross	



	Suppliers.	
4)	Visibility to reports is granted through the use of report privileges like Admin Reports, Originator Reports and Bidder Reports.	
5	SECURITY CONSIDERATIONS	
1)	The application should be secured from making any temporary distortion in the electronic, posting of tender notice, just to mislead certain vendors?	
2)	Whether any automatic systems alert is provided in the form of daily exception report in the application in this regard?	
3)	Whether application ensures that the tender documents issued to / downloaded by Bidders are complete in shape as per the approved tender documents including its entire corrigendum?	
4)	Is there any check available in the application to detect and alert about the missing pages to the tenderer, if any?	
5)	Whether application ensures that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all Bidders including those who had already purchased / downloaded the bid documents well ahead of the due date and before uploading the corrigendum?	
6)	Whether system is safe from sending discriminatory communication to different Bidders about the same e-tendering process?	
7)	Whether e-procurement solution has also been customized to process all type of tenders viz Limited / Open / Global Tenders?	
8)	Whether online Public Tender opening events feature are available in the application?	
9)	Whether facilities for evaluation / loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?	
10)	Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?	
11)	Whether application is safe from submission of fake bids?	
12)	Whether encryptions of bids are done at clients end while submission?	
13)	Whether safety against tampering and stealing information of submitted bid, during storage before its opening is ensured?	
14)	Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with Public key of tender opening officer?	
15)	Whether application is safe from mutilation / sabotage or otherwise rendering the encrypted bid in the e-tender	

	box during storage to make it unreadable / invalid in any form, before opening of the bids?	
16)	Whether introduction of special characters / executable files etc. by users are restricted in the application?	
17)	Whether validity check of DSC is being done at server end?	
18)	Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?	
19)	Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc?	
20)	Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once?	
21)	Whether integrity and non-tampering is ensured in maintaining the server clock synchronization and time stamping?	
22)	Whether application generates any exception report / system alerts etc. to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated?	
23)	Whether application ensures that the quotes from various Bidders with their name are not being displayed to anyone including to the Organization during carrying out of the e-tendering process?	
24)	Whether application is fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders.	
25)	Whether any comprehensive third party audit as per statutory requirement and also as per the requirements of e-tender processing (compliance to IT Act 2000 and subsequent amendments) was got conducted before first putting it to public use?	
26)	Whether application complies with the Commission's Guidelines dated 17.09.2009 on Security considerations for e-procurement Systems?	
27)	Has the e-Tendering solution been certified by STQC as per CVC circular 29/9 of 2009 dt.17.09.09 and 18/4 of 2010 dt.26.04.10 and Circular No. 01.01.2012 dated 12-01-2012 as well as office memorandum No- 10/3/2012-PPC dated 3rd September - 2012 and its other relevant guidelines?	
28)	The e-procurement & e-auction solution proposed by the	

	Bidder and related system should conform to the requirements of CVC guidelines, Central Govt. Guidelines.	
6	OTHERS	
1)	Is all data should be maintained & preserved in keeping with the provisions of the IT Act 2000 and subsequent amendments.	
2)	Can all correspondence between the ASP and the Bank as well as prospective Bidders whether in the form of email, fax, hard or soft copies of letters etc. be maintained and preserved in keeping with the provisions of the Bank's extant record retention policy. Can these records be backed up and provided : (a) to the individual procuring offices on completion of the event (b) To the Information Technology Department.	
3)	Will trainings as laid down in RFP be provided free of cost?	
4)	Do you undertake to implement the observations / recommendations of the CVC as also Bank's IS Audit, Security Audit Team or any other audit conducted by the Bank or external agencies without any additional cost to the Bank.	
5)	Would you permit the Bank to get the infrastructure / application software & services inspected / audited / reviewed by its internal / external inspectors / auditors and furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work. Bank will bear the charges for inspection of records for its internal / external inspectors / auditors.	
6)	Are you agreeable to the clause that the Bank would inspect, test the solution after signing of the contract and before commencement of services, and where necessary may reject the solution / part of solution which does not meet the requirements provided by the Bank and this shall in no way be limited or waived by reason of the solution having previously being inspected, tested and passed by the Bank or its representative prior to the signing of the contract.	
7)	Would you agreeable to the clause that Bank would carry out periodic audits / reviews on continual basis and where necessary may reject the solution / part of solution which does not meet the specifications provided by the Bank and in the event of such rejection by the Bank, the Bidder will carry out such enhancements /	

	modifications as required to make the solution compliant with the technical & functional requirements laid down in this RFP.	
--	--	--

Compliance Matrix

S. No.	Description	Complied / Not Complied Relevant details to be filled in
1.	The System is Web Enabled	
2.	The System is Easy to use and Menu Driven	
3.	The system enables creation of user-ids for different projects/users	
4.	The system provides for entry of tender details for each tender	
5.	The system enables the logged users to key in the price value for each item.	
6.	The system provides for easy configuration changes as per the project.	
7.	The system enables multi item auction for a single tender	
8.	The final results shall be based on the total of individual items	
9.	The Bidders are not able to see other participant's bid	
10.	The lowest bid at the particular time is displayed on the screens of the entire participant.	
11.	At the Bank end, the system enables to view the online changes in the bidding process.	
12.	The system provides log reports for all the activities, transactions and any changes in configuration.	
13.	The system supports a minimum of 128 bit encryption for sensitive data.	
14.	The system has Data Intrusion system, Firewall, online anti virus scanning that protects it against unauthorized access and hackers.	
15.	MIS reports in the form of total number of bids with the value for a tender as well as for a particular Bidder, Lowest bid with the details, The details of the Bidder etc., the progression of the tendering process, etc shall be provided	
16.	Training is provided to Indian Bank officials. For e-auction, the training will be given for all the Bidders of the tender	
17.	The System enables Configuration of tender details	
18.	The System has Network monitoring tool which gives status of online Bidders in the network	
19.	The System allows configuration of up to 100 items for a reverse bid	
20.	The System enables configuration of Specific Base value,	

CO: Information Technology Department**REF:CO:ITD:521/R2:2019-20****DATED 29.02.2020**

	increment/decrement values	
21.	Bidder Details	
22.	The system enables User Levels and permissions by Super User/ Administrator to ensure authorized usage of software	
23.	The System enables Secure Logins	
24.	The System provides Online Help	



SECTION V**QUALIFICATION CRITERIA**

(Bidders should furnish a statement furnishing the compliance details. If a separate sheet is enclosed for details, relevant page number should be mentioned against that item)

The Bid will be rejected, if the following conditions are not met.

1. The Bidder should be a company registered in India as per Company Act 1956/2013 and having business in India for last 3 years as on 31.12.2019. (Certificate of incorporation is to be submitted).
2. The Bidder should have minimum annual turnover of 50 lakhs during the last three financial years (2016-17, 2017-18 & 2018-19). Copies of the audited balance sheet of the company showing the same is to be submitted.
3. The Bidder should be a Net profit earning organisation during the last three financial years (2016-17, 2017-18 & 2018-19). Copies of the audited balance sheet of the company showing the same is to be submitted.
4. The Bidder should not have been blacklisted currently by Govt. Dept./Public Sector Bank/Financial Institution.
5. The Bidder should have minimum experience of three years in providing e-Tendering services for Government/PSU/PSBs in last three financial years (i.e. 2016-17, 2017-18 & 2018-19). (Documentary proof should be attached with the Technical bid).
6. The Bidder should have successfully completed 100 e-Tendering events for Government/PSU/PSBs in last three financial years (i.e. 2016-17, 2017-18 & 2018-19). (Documentary proof should be attached with the Technical bid).
7. The Bidder should have a valid STQC (Standardization Testing and Quality Certification) certificate for E- Procurement platform. (Recent copy of STQC "Certification of Approval" issued by Head STQC Certification Services should be attached with technical bid showing the validity period.)
8. The Bidder should have ISO:9001 and ISO:27001 certificate for conducting e-auction & e-procurement activities (Recent Copy of Certificate should be attached showing the validity period)



SECTION VI**BID FORM AND OTHER FORMATS****TABLE OF CONTENTS**

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REF:CO:ITD:521/R2:2019-20**DATED 29.02.2020****SECTION – VI****1.BID FORM**

(Bidders are required to furnish the Bid Form)

Date: _____

To

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

Sub: Empanelment of Service Providers for providing e-procurement services.

Ref: Bid Document No. CO:ITD:521/R1:2019-20 dated 29.02.2020.

Having examined the Bidding Documents including Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide e-tendering / online reverse auction service, in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the service in accordance with the delivery schedule specified.

If our bid is accepted, we will obtain the Guarantee of a Bank for Rs.1,00,000/- 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 and Bank Guarantee towards Earnest Money Deposit, if required by the Bank.

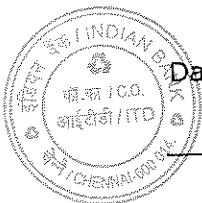
Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.

We undertake that, in completing 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 bank is not bound to accept the lowest or any bid bank may receive.

We undertake to comply with the scope, security guidelines and terms & conditions of this bid.

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



Dated this day of 201.....

CO: Information Technology Department

REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

.....
Signature

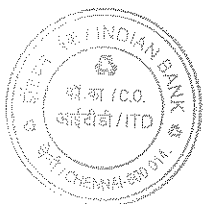
.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

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

Mobile:

Email:





CO: Information Technology Department

REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

2. SELF DECLARATION – BLACKLISTING

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

Dear Sir,

Sub: Empanelment of Service Providers for providing e-procurement services.

Ref: Bid Document No. CO:ITD:521/R2:2019-20 dated 29.02.2020.

We hereby certify that, we have not been blacklisted currently by any Government
Depts / Public Sector Undertakings / Public Sector Banks.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



3. SECURITY GUIDELINES

Policy for Transmission of messages over networks other than the Bank's WAN:

The following aspects should be incorporated in the software for messages not being routed through the Bank's own net-work.

S.No.	Requirement of the Bank	Compliance Yes/No
i)	Security Guidelines	
1.	Bidder's site should be a secured site certified by a reputed IS audit firm specialized in IT security or a Govt. agency Cert-In or by an internationally recognized agency.	
2.	The system should be resistant to spoofing, tampering of data, repudiation and information disclosure, denial of service and elevation of privilege.	
3.	Indian Bank will be sole owner of all the data / information asset which cannot be shared to any other party without prior written permission of the Bank.	
4.	Secure transmission between server and client. All data should be encrypted when sent over networks other than the Bank's own network.	
5.	The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric encryption should be conducted using asymmetric keys. Specially, encryption methodology like SSL must be deployed while communicating with the payment gateway over public network.	
6.	There should be provision for dynamically changing the keys used for encryption. If static keys are used they should be changeable periodically	
7.	Asymmetric keys should have minimum length of 1024 bit.	
8.	Encryption algorithms like 3DES, AES, RC4 and blowfish use with of 128 bit keys (1024 bits for RSA) at a minimum.	
9.	The entire process has to be PKI enabled and digitally signed & encrypted.	
ii)	Application Security	
1.	All users should be authenticated before access is provided.	
2.	Application should enforce minimum password length of 8 characters.	
3.	Password expiry should be set.	
4.	Password history should be maintained. The last 5	

	passwords should not be usable.	
5.	Account lockout feature should be configured.	
6.	Web based applications should comply with security standards including OWASP	
7.	Role based access is mandatory	
8.	Time based access is mandatory	
9.	OTP based access	
10.	IP based access (optional)	
11.	Biometric access (optional)	
12.	Time stamping of all events.	
13.	The authentication mechanism of the e-procurement application should ensure that the credentials are submitted on the pages that are server under SSL.	
14.	The application should enforce control model to ensure that the parameter available to the user cannot be used for launching any attack.	
15.	The session tokens should be adequately protected from guessing during an authenticated session.	
16.	The application should ensure that it does not present user error messages to the outside world which can be used for attacking the application.	
17.	The application may accept input at multiple points from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components, particularly string length and character set. All user-supplied fields should be validated at the server side.	
18.	Logging should be enabled across all applications in the environment.log file data is important for incident and trend analysis as well as for auditing purposes.	
19.	The application should log failed and successful authentication attempts, changes to application data including user accounts, serve application errors, and failed and successful access to resources.	
20.	When writing log data, the application should avoid writing sensitive data to log files.	
iii)	Operating System Security	
1.	Default accounts should be disabled.	
2.	All users should have a unique user-id. There should be no sharing of user accounts.	
3.	OS should enforce minimum password length of 8 characters	
4.	Password expiry should be set.	
5.	Password history should be maintained. The last 5 passwords should not be usable.	

6.	Account lockout feature should be enabled.	
7.	The OS should force a new user to change the password at first logon.	
8.	Password complexity should be enforced with the following characteristics: a) Password should not contain any portion of user-id b) Password should have a combination of upper-case and lower-case alphabets, numerals and special characters.	
iv)	Database Security	
1.	All users should be authenticated before providing access.	
2.	There should not be any account with default password or with no password.	
3.	All users should have a unique user-id. There should be no sharing of accounts	
4.	User accounts should be created in the database for application access database backup and database optimization. All accounts should be provided access only to the database tables used by the specific application.	
5.	The default user profile should be modified to enforce account policy settings.	
6.	The database should enforce minimum password length of 8 characters.	
7.	Password history should be maintained.	
8.	Account lockout feature should be enabled.	
9.	Password expiry should be set.	
10.	Integrity of data in concurrent user mode should be designed in the database through record locking or two-phase locking / commit features.	
11.	Referential integrity should be maintained in the database design and should include cascading update and cascading delete.	
12.	Logging should be enabled for security related events.	



4. COMPANY PROFILE

(Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information).

S No	Item	Details
1.	Name of Company	
2.	Date of Registration of the Company	
3.	Date of commencement of Business	
4.	Postal Mailing Address with land line Tele phone number.	
5.	Name, designation, Tel, Mobile, email of 2 officials authorized to make commitments to the Bank.	
6.	Turnover of the Company(not of Group) 2016-17 2017-18 2018-19 (Copy of Audited Balance Sheet to be enclosed)	
7.	Income Tax Number (copy of Latest IT Return or copy of return duly acknowledged by IT Dept to be enclosed)	

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8.	Whether using own product / services or is a Licensee. If so details					
9.	Brief Description of support service facilities					
10.	Name of the Major 3 Institutions (Banks/FIs/PSU) for which e-tender / Reverse Auction has been conducted during 2017-18 and 2018-19.	S. No.	E-tender		E-Auction	
			2017-18	2018-19	2017-18	2018-19
		1				
		2				
		3				
11.	No. of Auctions/ conducted during the last three years (2016-17, 2017-18, 2018-19)	Year	E-tender		E-auction	
		2016-17				
		2017-18				
		2018-19				
12.	No. of Offices with Name and Address of locations with Phone Nos.					
13.	Total No. of Staff in the Organisation					

For

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

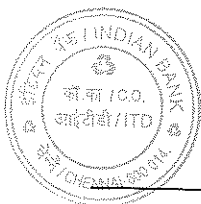
Telephone No:

Office Seal

E-mail ID

Place:

Date:



CO: Information Technology Department

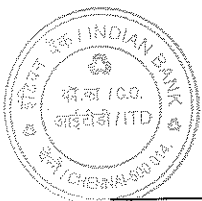
REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

5. Pre bid query format

RFP Ref No. CO:ITD:521/R2:2019-20

S. No.	Section & Clause Ref. No./Appendix No./ Annexure No.	Page No.	RFP Text	Query



CO: Information Technology Department

REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

6. BID SECURITY FORM

Whereas..... (Hereinafter called "the Bidder") who intends to submit bid for providing (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 Seal of the said Bank this ____ day of _____ 2019.

THE CONDITIONS of this obligation are:

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

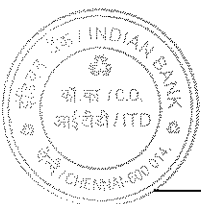
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two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

This Guarantee will remain in force up to _____ and 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 bankers, before submission of the Bank Guarantee.

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



7. CONTRACT FORM

THIS AGREEMENT made theday of.....2020 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 Service Provider) having its Registered Office at (City and Country of Service Provider) (hereinafter called "the Service Provider") of the other part :

WHEREAS the Purchaser invited bids vide RFP No. CO:ITD:521/R2:2019-20 dated 29.02.2020 for appropriate Solution and services viz., (Brief Description of Solution and Services) and has accepted a bid submitted by the Service Provider for the provision of those Solution and Services in the sum of Rs. (Contract Price in Words and Figures) (hereinafter called "the Contract Price") per e-tender and Rs. per e-auction.

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 Service Provider;
- (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the Conditions of Contract;
- (e) the Purchaser's Notification of Award(PO No. _____ dated _____).

3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Solution 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 Service Provider in consideration of the provision of the Solution 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.

PRICE:**DELIVERY SCHEDULE:**



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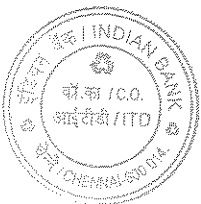
REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

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 Service Provider)
in the presence of:.....





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REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

8. PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date:

INDIAN BANK, CHENNAI, INDIA.

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder 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.....2019.... and claim period is valid upto

Signature of Authorised Official with Seal

.....

Date.....2019

Address:.....

.....

NOTE :

1. Bidder 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 Bank located in India shall be on a Non-Judicial Stamp Paper of requisite value.



CO: Information Technology Department

REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

9. NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2020. between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the " " 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 have been procuring computer systems

M/s. Limited has been engaged in the business of providing e- tendering services

The parties have entered into agreement dated and established business relationship between themselves. In the course of execution of business relationship, 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

CO: Information Technology Department

REF:CO:ITD:521/R2:2019-20**DATED 29.02.2020**

representative of the other party or pursuant to subsequent agreement. between the Parties hereto.

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

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

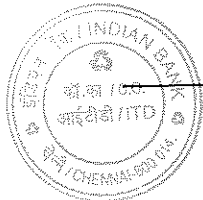
3. Exemptions

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

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality
- Is or becomes publicly known through no unauthorized act of the Receiving party
- Is rightfully received from a third party without restriction and without breach of this agreement
- Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented
- Is disclosed without similar restrictions to a third party by the Party owning the confidential information
- Is approved for release by written authorization of the disclosing party; or
- Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

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



REF:CO:ITD:521/R2:2019-20**DATED 29.02.2020**

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

6 .Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

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

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supercedes 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.



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10. Dispute resolution mechanism

In case of any controversy or dispute, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties.

11. Jurisdiction

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

12. Governing laws

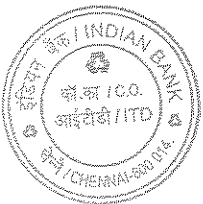
The governing laws of this agreement shall be governed by the laws of India.

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

BANK

.....

M/s.





CO: Information Technology Department

REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

10. Commercial Bid (PART-II)

Date:

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

Dear Madam/Sir,

Sub: Empanelment of Service Providers for providing e-procurement services.

Ref: Bid Document No. CO:ITD:521/R2:2019-20 dated 29.02.2020.

With reference to your RFP and subsequent pre-bid clarifications/amendments, if any, furnished by the Bank, we offer to provide the e-tendering/e-auction services at the rates quoted below:

S No.	Details	Cost per event (in Rs)*
1	Online e-tendering excluding online Reverse Auction	
2	Online Reverse Auction	

*Price is inclusive of duties, levies etc but exclusive of GST only.

We certify that the e-tendering/Reverse Auction Services quoted above includes cost of all activities stipulated in the RFP, exclusive of GST and prices quoted are all in compliance with the terms indicated in it.

Office Seal

Place:

Date:

Business Address:

For
(Authorized Signatory)

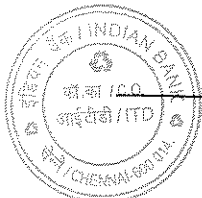
Name:

Designation:

Mobile No:

Telephone No:

Note: Bank shall arrive Lowest rate/s and L1 Bidder/s for Online tender (excluding reverse auction) and Online Reverse Auction separately which qualifies the specification provided. L2 and L3 Bidders may be given opportunity to match with the L1 prices within a week's time. (Please refer Clause 17 of Section II).



11. CLIENT REFERENCE
(provide details for clients)

Live Sites: List at least two significant live sites using the proposed end-to-end system.

Reference Contacts: Provide details of select reference sites where the solution has been implemented. We would prefer large well-known organizations in the Banking/Financial sector. Also indicate whether the Bank can contact any of the quoted reference sites to seek further information/user experience.

Reference Sites(one page per Client Reference)

Name of Client	
No. of years of engagement	
Contact details	Name: Designation: Tel. No.: Fax No.: Email:
List all the modules being used	a) b) c)
Number of e-Tendering/ e-auction events conducted, total value of business through e-Tendering/ e-auction etc.	

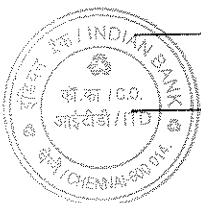
Dated this Day of20...

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of



CO: Information Technology Department

REF:CO:ITD:521/R2:2019-20

DATED 29.02.2020

(to be printed on Bidder's letterhead)

12. EXPERIENCE DETAILS

S.No.	Year	No. of e-tendering Events	No. of e-auction Events
1	2016-17		
2	2017-18		
3	2018-19		
	TOTAL		

Details of each engagement for provision of e-Tendering services:

S.No.	Particulars	Client-1	Client-2	Client-3
1.	Name of the Organisation			
2.	Govt/PSU/PSB	Yes/No	Yes/No	Yes/No
3.	Number of years services have been availed by the client			
4.	Approximate number of events in 2016-17			
5.	Approximate number of events in 2017-18			
6.	Approximate number of events in 2018-19			

Dated this Day of 2019

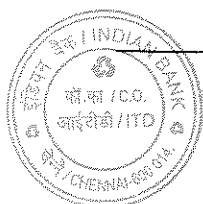
(Signature)

(Name)

(In the Capacity of)

Duly authorised to sign Bid for and on behalf of the Company

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13. CHECKLIST for Part – I

S. No.	Criteria	Documents to be submitted as proof
1.	The Bidder should be a company registered in India as per Company Act 1956/2013 and having business in India for last 3 years as on 31.12.2019.	Copy of Certificate of Incorporation.
2.	The Bidder should have minimum annual turnover of 50 lakhs during the last three financial years (2016-17, 2017-18 & 2018-19).	Copies of the audited balance sheet of the company showing the same is to be submitted.
3.	The Bidder should be a Net profit earning organisation during the last three financial years (2016-17, 2017-18 & 2018-19).	
4.	The Bidder should not have been blacklisted currently by Govt. Dept./Public Sector Bank/Financial Institution	
5.	The Bidder should have minimum experience of three years in providing e-Tendering services for Government/PSU/PSBs in last three financial years (i.e. 2016-17, 2017-18 & 2018-19).	Copies of Purchase Order issued by concerned Organisations should be attached along with letter of satisfaction mentioning number of e-tendering event conducted from the respective Banks.
6.	The Bidder should have successfully completed 100 e-Tendering events for Government/PSU/PSBs in last three financial years (i.e. 2016-17, 2017-18 & 2018-19).	
7.	The Bidder should have a valid STQC (Standardization Testing and Quality Certification) certificate for E- Procurement platform.	Recent copy of STQC "Certification of Approval" issued by Head STQC Certification Services should be attached with technical bid showing the validity period.
8.	The Bidder should have ISO:9001 and ISO:27001 certificate for conducting e-auction & e-procurement activities.	Recent Copy of Certificate should be attached showing the validity period
9.	Bid Form	Bid Form signed by the Authorised Official of the Bidder as per format 1 of Section VI.
10.	Technical Compliance	Compliance to be given as per Annexure – I.

