

Ref:CO/ITD/DC/1664/R2/2020-21

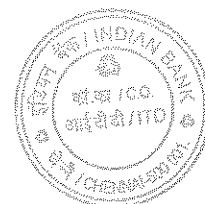
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**REQUEST FOR PROPOSAL (RFP) FOR OUTSOURCING THE ACTIVITY OF DATA
MIGRATION FROM OLD GENERATION MAGNETIC TAPES TO NEWER
GENERATION OF MAGNETIC TAPES**

Pre-Bid Queries by email	06/05/2020 till 5:00 PM
Last Date for receipt of bids	20/05/2020 at 03:00 PM
Date and time of opening Technical bids	20/05/2020 at 03:30 PM

**INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI, ROYAPETTAH,
CHENNAI – 600014**

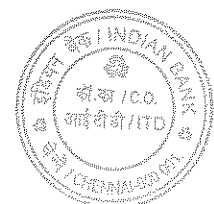


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SECTION I- INVITATION FOR BIDS (IFB)

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SECTION-I

INVITATION FOR BIDS (IFB)

Indian Bank invites quotations for outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes through online tendering mode. In this regard, interested eligible bidders may please submit their quotation as per the following procedure. Please note that your quotation is subject to the terms and conditions mentioned below.

1. SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO/ITD/DC/1664/R2/2020-21 dated 29/04/2020
2)	Last date for seeking Pre-bid clarifications/ queries through email	06/05/2020 by 5:00 PM
3)	Pre Bid queries to be sent to the mail IDs	jayasankar.clbk@indianbank.co.in ; ankit.yadav@indianbank.co.in ; Rakveer.Kaur@indianbank.co.in
4)	Last Date & Time for submission of Bids in Online Mode	20/05/2020 at 03:00 PM
5)	Last Date & Time for submission of Physical Documents (Offline Mode)	20/05/2020 at 03:00 PM to be submitted to Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014 a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications as per Section VI. g. Any other information sought by the Bank with relevant to this tender
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. a & b

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7)	Earnest Money Deposit/Bid Security	Rs.4,00,000/- (Rupees Four lakhs only) valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable Rs.5,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	20/05/2020 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Nextenders (India) Pvt. Ltd. through website https://indianbankeprocure.etenders.in

This RFP document can be downloaded from the website: <https://www.indianbank.in/tenders> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and paper publication will be done for the same.

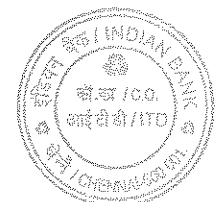
2. Last Date for Seeking Pre-bid Clarification/Queries through email:

The bidders are requested to submit any queries/clarifications to the Bank on or before 06/05/2020 to the following mail ids.

jayasankar.clbk@indianbank.co.in;
ankit.yadav@indianbank.co.in;
Rakveer.Kaur@indianbank.co.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in website-<https://indianbank.in/tenders> and informed vide mail to the bidders who have raised queries.

DD has to be submitted offline i.e. physically to the address mentioned under schedule 5 of this tender (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.



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Bidders are required to submit the DD for cost of Bid Document through offline mode (schedule 8) apart from uploading the scanned DD document during e-tendering.

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in <https://indianbank.in/tenders> and <https://indianbankeprocure.etenders.in> and informed vide mail to the bidders who have raised queries.

3. COST OF BID DOCUMENT AND BID SECURITY (EARNEST MONEY DEPOSIT)

Cost of Bid Document Rs.5,000/- (Rupees Five Thousand only, non-refundable) in the form of DD favouring Indian Bank, payable at Chennai to be uploaded at the time of online submission of Bid.

The Bidder should upload at the time of online submission of Bid, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of Rs.4,00,000/- (Rupees Four Lakhs only) and valid for 135 days from the last date for submission of Bid in the format provided in Annexure -III, Bank may seek extension of Bank Guarantee, if required.

- I. Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder.
 - II. The successful Bidder's Bid Security will be discharged upon the Bidders signing the Contract and furnishing the Performance Security.
 - III. The bidder will forfeit the Bid Security
 - a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
- Or
- b) in the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Security.

Both the demand draft towards cost of bid document and bank guarantee towards bid security have to be submitted offline on or before 20/05/2020, 03.00 PM to the address mentioned under schedule 5) of this tender.

4. PERIOD OF VALIDITY OF BIDS

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

5. FORMAT AND SIGNING OF BID

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



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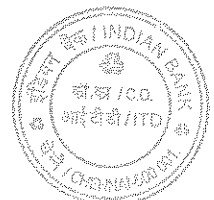
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Any interlineations, erasure or overwriting shall be valid only if they are signed by the person or persons signing the bid.

6. PROCEDURE FOR SUBMISSION OF QUOTATION

- 1) Bidders should enroll/register before participating through website - <https://indianbankeprocure.etenders.in>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6) of this tender.
- 2) Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.
- 3) Part II – Commercial will be called through Online Reverse Auction Process. Part II price breakup details to be submitted after online reverse auction process. The price to be quoted in the online reverse auction should include License cost and AMC/ATS cost, exclusive of taxes. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.
- 4) Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
- 5) All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFP, due date, name of the Bidder, Offer reference number etc. and addressed to,

THE CHIEF MANAGER,
EXPENDITURE DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
No. 254-260, AVVAI SHANMUGAM SALAI
ROYAPETTAH, CHENNAI - 600 014,



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and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e., 15.00 Hrs on 20/05/2020). The Technical quotations will be opened at 15:30 Hrs on 20/05/2020.

- 6) Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.

7. AMENDMENT OF BIDDING DOCUMENTS

- a. At any time prior to the deadline for submission of bids, the bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder/s, may modify the bidding document by amendment/s.
- b. All prospective bidders may check bank's website for amendment/s and it will be binding on them.

8. DOCUMENTS CONSTITUTING THE BID

8.1. The Part-I of the bid prepared by the bidder shall comprise the following components:

a) Technical bid

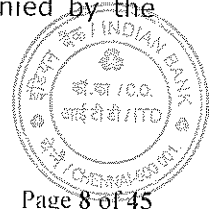
The bidder shall furnish as part of their bid, documents establishing the bidder's eligibility to bid and their qualifications to perform the contract, if their bid is accepted.

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:

- i. that, the bidder has the financial and technical capability necessary to perform the contract;
 - ii. that, the bidder meets the qualification requirements.
- b) A bid form of the bid document as per format enclosed.
- c) Bid security (Earnest Money Deposit)
- d) Other documents as mentioned in checklist (Annexure-IX)

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



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9. Documents establishing goods' conformity to bidding documents

- 9.1. The bidder shall furnish, as Part-I of their bid, documents establishing conformity to the bidding documents of all goods and services, which the bidder proposes to supply under the Contract.
- 9.2. The documentary evidence of conformity of the goods and services 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 goods;
 - b. An item-by-item commentary of the purchaser's technical specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

10. SCOPE OF THE PROJECT

The scope of the project includes Migration of data from older generation of LTO media tapes to latest generation LTO media tapes.

- **Bank:** Bank will provide access to IBM Spectrum Protect Solution Backup Software instance (erstwhile IBM TSM (Tivoli Storage Manager)), Storage area for tapes, sitting area for vendor personnel, Degausser, and Tape Library with inbuilt LTO-8 tape drives for carrying out the migration activity.
- **Bidder:** Bidder has to perform the following activities:
 - Performing Health check of the tape cartridge before initiating Data migration activity. Report for the same to be submitted to the Bank.
 - Man Power for migrating data from LTO-2 & LTO-3 Tapes to LTO-8 Tapes
 - Tape Drives for reading data from LTO-2 & LTO-3 Tapes
 - Detailed report having complete tape inventory details with status of data migration to be provided by the bidder.
 - Proper handling of new and old tape cartridge
 - Degaussing of old Tapes after verification of successful migration of data by Bank official. The degaussing activity to be performed by utilising Bank's existing degausser.
 - Physical destruction of old Tapes after degaussing by using a tape destruction tool. The tape destructor to be provided onsite by the bidder. Report for the same to be submitted to the Bank.
 - Integrity has to be maintained for existing metadata available in Backup Solution



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- Migration activity has to be carried out using Soft Migration approach (T2T - Tape to Tape)

11. ELIGIBILITY CRITERIA

The bidder must satisfy the following minimum qualification criteria and should submit the required proof.

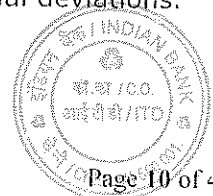
- The Bidder should be in existence in India for the last 3 years as on 31.03.2020 (Copy of Certificate of Incorporation to be submitted).
- The Bidder should be Net Profit earning Organization in each of the last two financial years. (Copy of audited Balance Sheet for last two financial years to be submitted. i.e., 2017-18,2018-19)
- The annual turnover should be Rs 50.00 lakhs or above in each of the last two financial years. (Copy of audited Balance Sheet for last two financial years to be submitted. i.e., 2017-18,2018-19)
- The Bidder should have performed data migration activity (at-least 100 nos. of older generation LTO tapes to newer generation media tapes in a single purchase order)in the last two years in any of the Government Dept. / PSU / Banks / Financial Institution / Private organisation (Copy of Purchase Orders and reference contact details to be submitted)
- The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently (declaration to be submitted by the bidder).

12. EVALUATION

- General evaluation
 - a. The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
 - b. Arithmetical errors will be rectified on the following basis:
 - i. 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.
 - ii. 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, its quote will be rejected.

- c. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- d. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.



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- Technical evaluation
The systems offered should meet all the technical specifications as stipulated in the quote (PART I). The Supplier should agree all the Other Terms and Conditions mentioned in the PART I.
- Commercial evaluation
Technically qualified bidders alone will be intimated to participate in the Online reverse auction to identify L1 bidder for awarding contract. The eligible Bidders will be communicated of the date and time of Online Reverse Auction Process, Business Rules for the Auction and the details of the Agency who shall conduct the Reverse Auction. The bidder should have valid digital certificate to participate in the online reverse auction.

The Technical bid should be complete in all respects and contain all information asked for. The Technical bid should be complete and indicate that all products and services asked for are considered.

The Technical Bids will be opened online as per date, time and venue mentioned under schedule 9) of this tender by a tender opening committee. In the first instance, the technical bids shall be evaluated by the Bank. At the second stage, only the technically qualified bidders will be allowed to participate in the indicative commercial bid opening and Online Reverse Auction process to determine the L1 bidder, for which the date and time will be intimated later.

Business rules for the auction and the details of the agency who shall conduct the reverse auction will be intimated before online reverse auction process.

The indicative price and online reverse auction price shall be quoted in Indian Rupee only.

13. NEGOTIATION

The Bank reserves the right to further negotiate on the price offered, with the supplier.

14. SIGNING OF CONTRACT

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract and return it to the Bank. (As per format provided in Annexure IV)

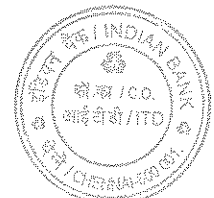
15. ACCEPTANCE OF PURCHASE ORDER

Acceptance of purchase order should be submitted within 10 days of purchase order along with authorization letter. If for any reason L1 (Lowest) bidder backs out after issuance of purchase order or the purchase order issued to the L1 (Lowest) bidder does not get executed in part / full, the bidder shall forfeit the EMD / Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

SECTION II- CONDITIONS OF CONTRACT

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SECTION II
CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- a. **"The Contract"** means the agreement entered into between the purchaser and the supplier, 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 supplier under the contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- d. **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"The Supplier"** means the company supplying the Goods and Services under this Contract.
- g. **"The Project Site"**, where applicable, means the place of delivery of equipment's.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

- 2.1** The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2.2** The Supplier 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.



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3. PATENT RIGHTS

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

4. PERFORMANCE GUARANTEE

- Within 15 days of issue of Purchase Order, the supplier shall furnish to the Bank the performance security amount equivalent to 5% of the total cost for migration of data for the quantity detailed in the bid in the form of a Bank Guarantee valid for 18 months with further one year claim period.
- The performance security shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.
- The performance security will be discharged by the Bank and returned to the Supplier after expiry of claim period.

5. PROJECT MILESTONE AND TIME LINE

- The delivery and installation of the equipment required as per the scope of work to be completed within 1 month from the date of purchase order.
- The migration of data from all the LTO-2 & LTO-3 tapes to be completed within thirteen months from the date of purchase order.

6. PLACE OF MIGRATION ACTIVITY

- Complete address will be provided in the Purchase Order.

7. PAYMENT TERMS

- No. of LTO (LTO-2 & LTO-3) tapes from which data has been successfully migrated would be arrived bi-monthly and payment for the same would be done within 30 days on submission of data migration report duly acknowledged by Bank's representative.



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S No	Tape Description	No. of tapes successfully migrated (A)	Data Migration Cost/Tape (in INR) (To be arrived through Reverse Auction) (B)	Total Cost (in INR) (C = A* B)
1	LTO - 2			
2	LTO - 3			

- In case, data is successfully migrated for less than 35% of the LTO tapes as mentioned in the bid, Bank would pay the migration cost for 35% of the total quantity of tapes as detailed in the bid at the completion of migration activity.

S No	Tape Description	Count	35% of the LTO tapes (A)	Data Migration Cost/Tape (in INR) (To be arrived through Reverse Auction) (B)	Total Cost (in INR) (C = A* B)
1	LTO - 2	1905			
2	LTO - 3	1343			

8. CHANGE ORDERS

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

- the method of shipment or packing;
- the place of delivery; and / or
- the Services to be provided by the Supplier;

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



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9. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

10. TERMINATION FOR DEFAULT

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

- I. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- II. if the Supplier fails to perform any other obligation(s) under the Contract.
- III. If the Supplier, 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 anything of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

11. FORCE MAJEURE

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

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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.

12. TERMINATION FOR CONVENIENCE

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

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and / or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

13. SETTLEMENT OF DISPUTES

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

20.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.3 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 goods under the contract.

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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 Bank and a domestic 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 Bank 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, both in cases of the Foreign Bidder as well as Indian Bidder, 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.

20.4 Notwithstanding any reference to arbitration herein,

- the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- the Bank 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 Parties to seek redressal/other legal recourse.

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14. CONFIDENTIALITY

The Bidder 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.

15. 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.

16. INDEMNITY CLAUSE

If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified in that behalf.

17. IT ACT 2000

The equipment to be quoted as per this tender should comply with the requirements under Information Technology Act 2000 and subsequent amendments and related Government/Reserve Bank India guidelines issued from time to time.

18. LIMITATION OF LIABILITY

Supplier's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity.
- b) Bodily injury (including Death) and damage to real property and tangible property caused by Supplier's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Supplier that gave rise to claim, under this tender.
- c) Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

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



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19. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

20. 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 bidder 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.

21. BANK'S RIGHT TO ACCEPT/REJECT QUOTE(S):

- Bank has the right to accept or reject quotation at its sole discretion without assigning any reason therefore.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

22. GENERAL TERMS

- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- Bank reserves the right to negotiate with the lowest quoted (L1) Bidder under exceptional circumstances.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The bid should be valid for 90 days from the date of submission of bid.
- Any equipment, devices required to perform the services as per scope of work need to be provided and installed without any financial implications.
- The complete migration activity has to be conducted onsite and at no time the tapes should be carried to an offsite location.

23. COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their bids and their participation in the bidding process. The Bank will not be responsible or in any way liable for such costs regardless of the conduct or outcome of the bidding process.

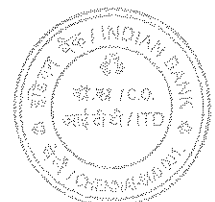
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SECTION III- INSTRUCTIONS TO BIDDERS FOR E-TENDERING

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SECTION III

INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

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

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

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



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8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

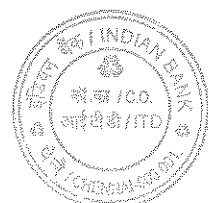
To use the Bank's e-tendering Portal (<https://indianbankeprocure.etenders.in>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.

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



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Support Desk Contact Details

M/s. Nextenders (India) Pvt. Ltd

Yuchit, Juhu Tara Road

Mumbai – 400 049.

Support Contact No. 020-25315555 Ext no 8 then 8

Support Email: support.indianbank@nextenders.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

- Eligibility Criteria, along with all supporting documents required.
- All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- All supporting documents and product literature in support of Technical specifications.
- Relevant brochures
- Compliance to Technical Specifications as per Part I
- Any other information sought by the Bank with relevant to this tender

Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

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

2.4. BID RELATED INFORMATION

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

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

2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.

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- a) Earnest Money Deposit/Bid Security
- b) DD towards Cost of bid document

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document and EMD.

The bidder is requested to submit the original documents in a Sealed Envelope on or before 20/05/2020,03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "Request for Proposal for outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes" and the words 'DO NOT OPEN BEFORE (20/05/2020 at 03.30 PM)'.

2.6. OTHER INSTRUCTIONS

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

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

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

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



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SECTIONIV

BID FORM, PRICE SCHEDULES AND OTHER FORMATS

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PART – I

Date:

Indian Bank
CO: Expenditure Department
254-260, Avvai Shanmugam Salai
Royapettah
Chennai 600 014.

Dear Sir,

Sub: RFP for Outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes.

Ref: Your RFP No.CO/ITD/DC/1664/R2/2020-21 dated 29/04/2020.

Data Migration from LTO-2 and LTO-3 to LTO-8 (latest) tape media using soft migration approach (tape to tape). Approximate tape count is given as following:

LTO Generation	Estimated Capacity (GB)	Count
LTO-2	198	1905
LTO-3	396	1343
Total		3248

We certify that the items, we offer for the tender conforms to the specifications stipulated by you with the following deviations (deviations, if any).

List of Deviations:

- 1)
- 2)

(If left blank, it will be construed that there is no deviation from the specifications given above)

We agree for bid validity of 90 days.

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

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

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

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We clarify/confirm that we comply with the eligibility criteria of the project.

This bid together with your notification of award will constitute a binding contract between us.

We hereby certify that, we have not been black listed by any Government Dept/ PSU/ Banks.

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

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

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

For (Authorized Signatory)

Office Seal

Place:

Date:

Name:

Designation:

Mobile No:

e-mail id:

Company Name:

Business Address:

Telephone No:



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PART - II
COMMERCIAL BID
(to be submitted after online reverse auction)

Date:

To,

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

Dear Sir,

Sub: RFP for Outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes.

Ref:1. Your RFP No. CO/ITD/DC/1664/R2/2020-21 dated 29/04/2020.
2. Online reverse auction dated _____

Further to online reverse auction conducted on _____, we give below the breakup details.

S No	Tape Description	Data Migration Cost/Tape (in INR)
1	LTO - 2	
2	LTO - 3	
Total		

Total Rupees in words: _____

Price is inclusive of all duties, levies, freight, insurance, Warranty etc, but exclusive of taxes only. Octroi/entry tax, if applicable, will be reimbursed on production of original receipt. TDS if any, will be deducted from the payment.



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

Signature of the Vendor
(Authorized Signatory)

Company Seal
Date

Name:
Designation:
Mobile No:
e-mail id:
Company Name:
Business Address:
Telephone No:



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ANNEXURE -I

1. BID FORM

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date: _____

To

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

Sub: RFP for Outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes.

Ref: CO/ITD/DC/1664/R2/2020-21 dated 29/04/2020.

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

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

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 5% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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



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

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

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

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

Dated thisday of 2020

Signature.....

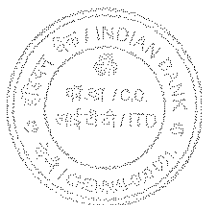
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

Mobile:

Email



Ref:CO/ITD/DC/1664/R2/2020-21

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ANNEXURE-II

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: Request for Proposal for Outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes.

Ref:Your RFP No. CO/ITD/DC/1664/R2/2020-21 dated 29/04/2020.

We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



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ANNEXURE - III
BID SECURITY FORM

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

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

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

(Signature of the Authorized Official of Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

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



ANNEXURE-IV

CONTRACT FORM

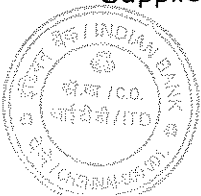
THIS AGREEMENT made theday of.....2020 Between Indian Bank, having its Corporate Office at 254-260, AvvaiShanmugamSalai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide RFP No. CO/ITD/DC/1664/R2:2020-21 dated 29/04/2020 for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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



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S. No.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY OF TAPES	UNIT PRICE	TOTAL PRICE

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
 said (For Indian Bank)
 in the presence of:.....

Signed, Sealed and Delivered by the
 said (For the Supplier)
 in the presence of:.....



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ANNEXURE-V
PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date:

To :

INDIAN BANK, CHENNAI, INDIA.

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

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

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

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

This guarantee is valid until theday of.....2020

Signature of Authorised Official with Seal

.....

Date.....2020

Address:.....

.....

NOTE:



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1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Please note that guarantee to be valid for 18 months and claim period is One year as per Clause 4 (Performance Guarantee) of condition of contract.



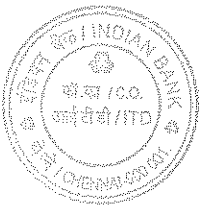
Ref:CO/ITD/DC/1664/R2/2020-21

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ANNEXURE-VI

Details of GOODS & SERVICES supplied

S. No.	Order placed by	Order No. and Date	Quantity of Tapes migrated	Value of Order (Optional)	Date of completion		Remarks indicating reasons for delay, if any
	Full address of Purchaser				As per Contract	Actual	



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ANNEXURE-VII

**PROFORMA OF MIGRATION CERTIFICATE FOR ISSUE BY THE BANK AFTER
SUCCESSFUL MIGRATION OF TAPES**

Date:

Sub: Certificate of Migration of Tapes.

Ref: Purchase Order No.

1. This is to certify that the tape media as detailed below has/have been migrated successfully/failed to latest generation tape media. The Data migration and tape disposal process has been followed in accordance with the Contract/Specifications.

- a. Contract No. _____ dated _____
b. Description of the tapes _____
c. Quantity of tapes - migrated successfully _____
d. Quantity of tapes - migration failed _____
e. Period of Migration _____

2. The migration process has been done to our entire satisfaction and operators have been trained as per contract terms

3. The supplier has fulfilled its contractual obligations satisfactorily* or

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

- (a)
(b)

Signature _____

Name _____

Designation with date and stamp _____

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

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

(b) The Supplier has supervised the commissioning of the equipment in time i.e. within the period specified in the contract from the date of intimation by the Purchaser in respect of the installation of the system.

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



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ANNEXURE-VIII
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 "**BIDDER**" 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 and peripherals for its branches

M/s..... Limited has been engaged in the business of data migration

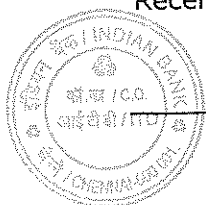
The parties have entered into agreement dated _____ for outsourcing the activity of Data Migration from old generation magnetic tapes to newer generation of magnetic tapes "(herein after referred to as "purpose")" and established business relationship between themselves. In the course of execution of 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.



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2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement. Between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any 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.



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4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

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

5. Title and Proprietary rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

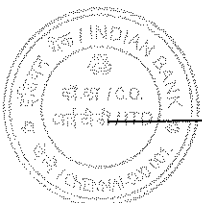
6 .Return of confidential information

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

7. Remedies

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

8. Entire agreement



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

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

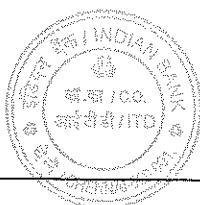
12. Governing laws

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

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

BANK

M/s



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**ANNEXURE-IX
CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER**

S. No.	Criteria	Documents are to be submitted along with bid
1	The Bidder should be in existence in India for the last 3 years as on 31.03.2020	Copy of the Certificate of Incorporation/ Certificate of Commencement of Business issued by the Registrar of Companies.
2	The Bidder should be Net Profit earning Organization in each of the last two financial years.	Copy of audited Balance Sheet for last two financial years to be submitted i.e.,2017-18,2018-19
3	The annual turnover should be Rs 50.00 lakhs or above in each of the last two financial years.	Copy of audited Balance Sheet for last two financial years to be submitted i.e., 2017-18,2018-19
4	The Bidder should have performed data migration activity (at-least 100 nos. of older generation LTO tapes to newer generation media tapes in a single purchase order) in the last two years in any of the Government Dept. / PSU / Banks / Financial Institution / Private organisation	Copy of Purchase Orders and reference contact details to be submitted
5	The Bidder should not have been blacklisted by any Government Dept / PSU / Banks currently	Self-Declaration as per Annexure-II should be attached for non-black listing.
6	The Bid should be accompanied by a Bid Security of required amount	Original Bank Guarantee for the required amount should be attached as per Annexure-III
7	Bid Form	Bid Form signed by the Authorized Official of the Bidder should be attached as per Annexure-I
8	DD for Application Form	Rs.5,000/- in the form of Demand Draft.
9	BID Security Form (Bank Guarantee only)	Bank Guarantee of Rs.4,00,000/- as per Annexure III.
10	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder



