

REQUEST FOR PROPOSAL

FOR

**SELECTION OF VENDOR FOR PRINTING AND SUPPLY OF
1.65 LAKHS CALENDARS & 1.25 LAKHS AUTHORITY NOTE BOOKS
& 2000 (CUSTOMIZED) BUSINESS PLANNERS AND 2000 (CUSTOMIZED)
TABLE TOP CALENDARS FOR THE YEAR 2026
TO THE INDIAN BANK'S CORPORATE OFFICE,
15 FGMO's & Specialized Centre's,
92 ZONAL OFFICES ACROSS THE COUNTRY**

**Issued by: Indian Bank,
CORPORATE OFFICE
STATIONERY DEPARTMENT
NO2 KREST BUILDING
JEHANGIR STREET
CHENNAI-1.
Phone No: 044-25278790/91.
Email Id: hostationery@indianbank.bank.in**

SECTION-A BID SCHEDULE & ABBREVIATIONS

1. Bid Schedule

Sl. No.	Description	Details
1.	RFP No. and Date	GEM/2025/XX/XXXXXXX dated xx/xx/2025
2.	Name of the Department	Stationery Department
3.	Brief Description of the RFP	SELECTION OF VENDOR FOR PRINTING AND SUPPLY OF 1.65 LAKHS CALENDARS & 1.25 LAKHS AUTHORITY NOTE BOOKS & 2000 (CUSTOMIZED) BUSINESS PLANNERS AND 2000 (CUSTOMIZED) TABLE TOP CALENDARS FOR THE YEAR 2026 TO THE INDIAN BANK'S CORPORATE OFFICE, 15 FGMO's & Specialized Centre's 92 ZONAL OFFICES ACROSS THE COUNTRY
4.	Bank's Address for Communication	Chief Manager STATIONERY DEPARTMENT NO2 KREST BUILDING JEHANGIR STREET CHENNAI-1.
5.	Date of Issue of RFP	As per GeM Bid Document
6.	Earnest Money Deposit (Refundable)	As per GeM Bid Document
7.	Performance Bank Guarantee/Bid Security	As per GeM Bid Document
8.	Last Date, Time and Venue for Submission of Bids	Bid End Date/Time as per GeM Bid Document. Response and documents should be submitted/uploaded in GeM portal.
9.	Date, Time & Venue for opening of Part A – Technical Proposals.	Bid Opening Date/Time as per GeM Bid Document.
10.	Date, Time & Venue for opening of Part B - Commercial Proposals	As per GeM Bid Schedule

11.	Other Details	Queries shall be entertained before Bid Closing Date only.
12.	This document can be downloaded from following website https://indianbank.bank.in Any Amendments, Modifications, Clarifications & any communication etc. will be uploaded in the Bank's website (i.e. https://indianbank.bank.in & in GEM portal https://gem.gov.in/). No individual communication will be sent to the individual bidders.	

2. Abbreviations used in this Document:

Sl. No.	Term	Abbreviation
1.	BG	Bank Guarantee
2.	BOM	Bill of Material
3.	CA	Chartered Accountant
4.	CIN	Corporate Identification Number
5.	FGMO	Field General Manager's Office
6.	COS	Corporate Office Stationery Department
7.	CVC	Central Vigilance Commission
8.	DIPP	Department for Promotion of Industry and Internal Trade
9.	EMD	Earnest Money Deposit
10.	EOI	Expression of Interest
11.	FAQ	Frequently Asked Questions
12.	GEM	Government e-Marketplace
13.	GSM	Grams per Square Meter
14.	GST	Goods and Services Tax
15.	GSTIN	Goods and Service Tax Identification Number
16.	CO/HO	Corporate Office/Head Office
17.	HSN	Harmonized System of Nomenclature
18.	IFSC	Indian Financial System Code
19.	IT	Information Technology
20.	KYC	Know Your Customer
21.	LD	Liquidated Damages
22.	LLP	Limited Liability Partnership
23.	MSE	Micro and Small Enterprises
24.	MSME	Micro Small & Medium Enterprises
25.	NEFT	National Electronic Fund Transfer
26.	NI Act	Negotiable Instruments Act
27.	OEM	Original Equipment Manufacturer
28.	OIM	Original Item Manufacturer
29.	OVD	Officially Valid Document
30.	PDI	Pre Dispatch Inspection

31.	PO	Purchase Order
32.	PoC	Proof of Concept
33.	PP-LC	Purchase Preference Linked with Local Content
34.	PSU	Public Sector Undertaking
35.	RBI	Reserve Bank of India
36.	RFP	Request For Proposal [Inter alia the term 'Tender' is also used]
37.	RFQ	Request For Quote
38.	ZO	Zonal Office
39.	ROW	Rest Of the World
40.	RTGS	Real Time Gross Settlement
41.	SCB	Scheduled Commercial Bank
42.	SLA	Service Level Agreement
43.	SOP	Standard Operating Procedures
44.	SOW	Scope of Work
45.	TCO	Total Cost of Ownership
46.	TDS	Tax Deducted at Source
47.	UDIN	Unique Document Identification Number

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Bank (or Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Indian Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Indian Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Indian Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Indian Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (<https://indianbank.bank.in>) and it will become part and parcel of RFP.

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. This RFP document prepared by Indian Bank should not be reused or copied or used either partially or fully in any form.

Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Indian Bank reserves the right to reject any or all Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

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1. About Indian Bank

- 1.1. INDIAN BANK is one of the largest Public Sector Banks owned by Government of India. Indian Bank is a Corporate Body and a premier Public Sector Bank incorporated on March 5, 1907 under the Banking Company (Acquisition and Transfer of Undertakings), Act 1970, with its Corporate office at No 254-260, Avvai Shanmugam Salai Royapettah Chennai 14.
- 1.2. The Bank is having pan India presence of more than 5955 branches, 15 FGMO's and 92 Zonal Offices situated across the States. The Bank also has offices abroad in Colombo and Singapore.

2. Definitions

- 2.1. 'Bank' unless excluded by and repugnant to the context or the meaning thereof, shall mean 'Indian Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 2.2. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 2.3. 'RFP' means Request for Proposal for "Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".
- 2.4. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 2.5. 'Services' means "Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country "as per RFP terms.
- 2.6. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 2.7. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process.
- 2.8. 'TCO or Total Cost of Ownership' means the total Cost mentioned in the Purchase Order including GST/ GeM Sanction order issued by the Bank.

- 2.9. 'Selected bidder/s'/ 'Successful bidder'/ 'L1 bidder' means the bidder who is found to be the lowest bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP.

3. About RFP

- 3.1. The bidder has to go through the following clauses and other terms & conditions described elsewhere in this document:

Sl. No.	Description
1	Scope of Work Including Technical specification as per Annexure-8 for Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".
2	Delivery/ Supply timelines as per Section-C , of Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".
3	Penalties as per Section-C , of Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) of Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".
4	Payment terms as per Section-C , of Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) of Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".

- 3.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the service, unless a purchase order or notification of award is published by Indian Bank if any, as an end result of this RFP process. The provision of the service is subject to compliance to selection process and appropriate documentation being agreed between the Bank and selected bidder/s as identified by the Bank after completion of the selection process.

4. Objective

- 4.1. Bank is looking to avail services from the professional Printers who shall print and supply 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".as per the Technical Specifications, Scope of Work, Terms and Conditions as described elsewhere in this document.

4.2. The Bidders satisfying the Qualification Criteria as per the RFP may respond.

5. Requirement Details

5.1. Bank intends to on-board vendor for printing and supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000(CUSTOMIZED) of Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".as per the terms & conditions, Technical Specifications and Scope of Work described elsewhere in this document. The brief description of requirement is as furnished in following table:

S No.	Item Details	Quantity	Location
1.	Printing and Supply of Normal Wall Calendars for the year 2026 to the Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".as per specifications narrated in Annexure- 8 (Table A)	1,65,000*	Delivery Locations as per Annexure- 14
2.	Printing and Supply of Authority Note Books for the year 2026 to the Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".as per specifications narrated in Annexure- 8 (Table A)	1,25,000*	Delivery Locations as per Annexure- 14
3.	Printing and Supply of Business Planners for the year 2026 to the Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".as per specifications narrated in Annexure- 8 (Table A)	2000*	Delivery Locations as per Annexure- 14
4.	Printing and Supply of Table Top Calendars for the year 2026 to the Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country".as per specifications narrated in Annexure- 8 (Table A)	2000*	Delivery Locations as per Annexure- 14

*The quantity mentioned above is indicative in nature and the Bank at its discretion may increase/ decrease the actual quantity.

5.2. It may be noted that the requirement given in this RFP is indicative only and may vary as per actual needs. Also note that there is no minimum purchase commitment by the Bank to the selected bidder/s.

5.3. Bank reserves the right to increase or decrease the quantum of purchase by 25% of the quantity specified in this tender at the same rate arrived at on the Terms and Conditions of this Tender.

6. Pre-Qualification Criteria

6.1. Interested bidders, who are capable of Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business

Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country and meet the Pre-Qualification Criteria as per **Annexure- 2**, may respond.

- 6.2. The bidder who has successfully supplied the Calendars (Normal Wall Hanging and Table Top) and Diary's (Business Planners and Authority Note Books) in at least one of the previous three procurements in Indian Bank, may be granted an **exemption from other pre-qualification criteria** subject to satisfactory performance duly considering their proven credentials at the sole discretion of the Bank.
- 6.3. Non-compliance to any of the Pre-Qualification criteria would result in outright rejection of the bidder's proposal. The bidder to provide proof for each of the points for Pre-Qualification evaluation. The proof provided must be in line with the details mentioned in "Documents to be submitted for Compliance". Any credential detail mentioned in "Pre-Qualification Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.
- 6.4. Indian Bank, reserves the right to verify/ evaluate the claims made by the bidder independently and seek further documents without any limitation for evaluating the offer. Any deliberate misrepresentation will entail rejection of the offer.

7. Scope of Work

- 7.1. The Broad Scope of work and Technical requirements shall include but not be limited as mentioned in **Annexure-8**. Bidder has to conform compliance to the Scope of Work as mentioned in **Annexure-8**. The bidders are required to go through the complete RFP document thoroughly. The obligation/ responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
- 7.2. Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Printing and Supply of Calendars, Authority Note Books, Business Planners and Table Top Calendars. Any guidelines on changes/modifications/enhancements given by RBI/regulatory bodies with regard to Calendars Authority Note Books, Business Planners and Table Top Calendars will be added to the scope of work.
- 7.3. **Project Completion and Management**
 - 7.3.1. For smooth completion of project, the selected bidder/s should identify one or two of its representatives at Chennai as a single point of contact for the Bank.
 - 7.3.2. Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.

8. Technical Requirements

The bidder shall comply with the Technical Specifications narrated in **Annexure-8** and adhere to the guidelines issued by **RBI and other Regulatory bodies**. The bidder should also maintain confidentiality of information shared with them during the tenure and post-tenure of the contract

SECTION C - DELIVERABLE AND SERVICE LEVEL AGREEMENTS

1. Project Timelines

- 1.1. Bank shall provide the address and contact details for delivery of the Calendars, Authority Note Books, Business Planners and Table Top Calendars as per the RFP terms while placing the order.
- 1.2. The vendor shall submit the acceptance of the Purchase Order within three (3) days from the date of receipt of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.
- 1.3. The selected bidder/s should meet the deadlines for completion of the Scope of Work as per RFP terms and conditions.
- 1.4. Bank will share the requirement of the Calendars, Authority Note Books, Business Planners and Table Top Calendars to the selected bidder/s along with purchase order and bidder is required to deliver all the items within the mentioned TAT.
- 1.5. If undue delay happens for delivery of the Calendars, Authority Note Books, Business Planners and Table Top Calendars by the bidder, the same shall be treated as a breach of contract. In such case, the Bank may invoke the Bank Guarantee/Forfeit the Security Deposit without any notice to the bidder.
- 1.6. Bank reserves the right to change/modify locations for supply of the Calendars, Authority Note Books, Business Planners and Table Top Calendars. In the event of any change/modification in the locations where the Calendars, Authority Note Books, Business Planners and Table Top Calendars are to be delivered, the bidder in such cases shall deliver at the modified locations at no extra cost to the Bank.
- 1.7. Partial or incomplete or damaged delivery of the Calendars, Authority Note Books, Business Planners and Table Top Calendars will not be considered as delivered of all the ordered Calendars, Authority Note Books, Business Planners and Table Top Calendars. Date of delivery shall be treated as date of last Calendars, Authority Note Books, Business Planners and Table Top Calendars delivered to the ordered locations if Calendars, Authority Note Books, Business Planners and Table Top Calendars are not damaged. In case Calendars, Authority Note Books, Business Planners and Table Top Calendars are delivered with damage, Date of delivery shall be treated as date of replacement of damaged Calendars, Authority Note Books, Business Planners and Table Top Calendars with new one. Delivery payment shall be paid against completion of delivery of all the ordered Calendars, Authority Note Books, Business Planners and Table Top Calendars without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

- 1.8. The Bank will not arrange for any Road Permit/ Sales Tax clearance for delivery of the Calendars, Authority Note Books, Business Planners and Table Top Calendars to different locations and the selected bidder/s is required to make the arrangements for delivery of Calendars, Authority Note Books, Business Planners and Table Top Calendars to the locations as per the list of locations/ items provided from time to time by the Bank. However, the Bank will provide letters/ certificate/ authority to the selected bidder/s, if required.

1.9. **Project Schedule:**

Sl. No.	EVENT	DATE
1	Acceptance of PO	3 days from the date of issue of Purchase Order.
2	Agreement with Bank	3 days from the date of acceptance of Purchase Order.
3	Submission of Artwork	3 days from date of providing Artwork by the Bank.
4	Supply of Sample Calendars, Authority Note Books, Business Planners and Table Top Calendars	3 days from the date of approval of Artwork by the Bank.
5	Printing, Supply & Delivery of Calendars, Authority Note Books, Business Planners and Table Top Calendars to designated locations	22 days from the date of approval of samples

Note: The entire project of Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centers and 92 Zonal Offices across the Country". to be completed expeditiously and in time bound manner from the date of issue of Purchase order. For completion of each milestone, satisfactory sign off report shall be provided by the Bank for adhering to the timelines mentioned as per Project Schedule.

2. **Penalties/ Liquidated Damages**

- 2.1. **Penalties/ Liquidated damages for delay in Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centers and 92 Zonal Offices across the Country" would be as under:**

2.1.1. Non-compliance of the Supply/ delivery will result in the Bank imposing penalty as under:

Sl. No.	Description	Applicable Penalty
1.	Delay of up to 5 days	Five percent (5%) of the value of the delayed quantity.
2.	Delay of more than 5 days and up to 10 Days.	Ten percent (10%) of the value of the delayed quantity.
3.	Delay of more than 10 days and up to 15 Days	Twenty percent (20%) of the value of the delayed quantity.
4.	Delay beyond 15 days	Bank reserves the right to summarily reject the delayed quantity beyond 15 days. No payment will be made for the rejected quantity. Bank also reserves right to initiate punitive actions like blacklisting the vendor.
5.	Penalty for shortage of item supplied	If there is any shortfall in the quantity of Calendars, Authority Note Books, Business Planners and Table Top Calendars supplied, the cost of Calendars, Authority Note Books, Business Planners and Table Top Calendars pertaining to the short supply and an additional 5% penalty on the cost of Calendars, Authority Note Books, Business Planners and Table Top Calendars short supply will be deducted while making the final payment. The deduction will be either from the EMD/Security Deposit or from the Final payment or both as per Bank's discretion.
6.	Penalty for discrepancy in the quality of items supplied	If there is any discrepancy in the quality of Calendars, Authority Note Books, Business Planners and Table Top Calendars supplied or if the quality of Calendars, Authority Note Books, Business Planners and Table Top Calendars supplied does not confirm to the bank's specification, as mentioned in the RFP, Bank reserves the right to reject the entire /defective



		quantity of Calendars, Authority Note Books, Business Planners and Table Top Calendars supplied. Further extension/no extension of time will be at the discretion of Bank for the supply of replacement of Calendars, Authority Note Books, Business Planners and Table Top Calendars. Penalty will be charged for any delay in supply of Calendars, Authority Note Books, Business Planners and Table Top Calendars as per mentioned in Sl. No.1-5 above.
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2.1.2. However, the total Penalty/LD to be recovered under above clause shall be restricted to **10%** of the total value of the order.

- 2.2. Penalties/ Liquidated Damages for non-performance:** If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed terms, failing which the Bank reserves its right to withhold the payment, impose penalty and invoke the Bank Guarantee/ nullify the contract.
- 2.3.** The selected bidder/s shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 2.4.** 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.
- 2.5.** If the selected bidder/s fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty/ Liquidated Damage for non-performance.
- 2.6.** Any financial loss to the Bank on account of fraud taking place due to selected bidder/s, its employee or their services provider's negligence shall be recoverable from the Successful Bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 2.7.** The liquidated damages/ penalties shall be deducted/ recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.

- 2.8. Bank shall reserve the right to change the timelines in order to comply with regulatory guidelines without any additional cost
- 2.9. All the above LDs are independent of each other and are applicable separately and concurrently.
- 2.10. LD is not applicable for the reasons attributable to the Bank and Force Majeure.

3. Pre Dispatch Inspection(PDI):

- 3.1. The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered items or any part thereof before delivery. On account of PDI, there will not be any change in delivery terms and conditions. However, the bank will have the discretion to conduct PDI.
- 3.2. The selected bidder/s shall inform their readiness for pre-dispatch inspection at least 7 days in advance. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultants from the bidders if the Calendars, Authority Note Books, Business Planners and Table Top Calendars offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure.

4. Payment Terms

- 4.1. Payment will be made after completion/ delivery of the entire stock. However, Bank at its discretion may release part payment for the actual quantity supplied, and on receipt of confirmation from the recipient FGM Offices, Zonal Offices and Head Office & Corporate Office for having received the Calendars, Authority Note Books, Business Planners and Table Top Calendars in actual numbers indicated, confirming to the specifications in all respects and in good condition. Bank at its discretion also reserves the right to verify the quality of paper and other specifications of the Calendar, Authority Note Books, Business Planners and Table Top Calendars supplied, by an outside testing agency. In case of any discrepancy in the quality of the Calendars, Authority Note Books, Business Planners and Table Top Calendars supplied, penalty is applicable as per clause 2.1.1.
- 4.2 Bank will release the payment on production of relevant documents/ invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, HSN Code, State Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.
- 4.3 The vendor has to submit delivery report duly signed by the Bank officials of the respective Branch/ offices in originals while claiming payment. The invoice and delivery report should contain the quantity of the items supplied.
- 4.4 Bank will not pay any amount in advance unless otherwise specified in this RFP.

- 4.5 Payment shall be released within 45 days from submission of all relevant documents subject to satisfactory supply (including MSME vendors).
- 4.6 The Bank shall finalize the Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming delivery and acceptance payment.
- 4.7 The payments will be released through NEFT/ RTGS after deducting the applicable LD/Penalty (if any), TDS, GST TDS (if applicable) by centrally by Corporate Office at Chennai and the Selected bidder/s has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

5 Local support

The Support should be for an unlimited number of incidents reported to them and provides a practical solution to resolve the issue. The support should be provided over phone, E mail web based, in person, if required.

6 Documents, Standard Operating Procedures and Manuals

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the bidder shall become the property of the Bank.

7 Defect Liability

In case any of the supplies delivered under the Contract are found to be defective as to material and workmanship and/ or not in accordance with the requirement, and/ or do not achieve the guaranteed performance as specified herein, the selected bidder/s shall forthwith replace/make good such defective supplies at no extra cost to the Bank without prejudice to other remedies as may be available to the Bank as per RFP terms.

8 Subcontracting

- 8.2 VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.
- 8.3 Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

9 Right to Audit

- 9.2 The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (Calendars, Authority Note Books, Business Planners and Table Top Calendars) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such

Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

- 9.3** Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 9.4** The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

SECTION D - BID PROCESS

1. Clarification to RFP and Pre-Bid Queries

- 1.1. The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek online through GEM portal only.
- 1.2. All communications regarding points requiring clarifications and any doubts shall be given in writing to The Chief Manager, Indian Bank CO Stationery Department No 2 Krest Building Jehangir Street Chennai 600001 and in email to hostationery@indianbank.bank.in by the intending bidders as per the bid schedule.
- 1.3. No queries will be entertained from the bidders after the due date and time mentioned in the RFP document.
- 1.4. No oral or individual consultation will be entertained.

2. Amendment to Bidding Document

- 2.1. At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- 2.2. Notification of amendments will be made available on the GeM/Bank's website only (i.e. www.indianbank.bank.in) and will be binding on all bidders and no separate communication will be issued in this regard.
- 2.3. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

3. Bid System Offer

This is two bid system which has following 2 (Two) parts:

- 3.1. **Part A - Technical Proposal:** Indicating the response to the Pre-Qualification Criteria, Scope of Work and Technical and functional requirements and other terms & conditions for Selection of Vendor for Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centers and 92 Zonal Offices across the Country". The format for submission of Technical Proposal is as per **Appendix-A**.

- 3.2. **Part B - Commercial Bid:** Furnishing all relevant information as required as per Bill of Material as per **Annexure-13**. The format for submission of Commercial bid(indicative) is as per **Appendix-B**.

4. **Preparation of Bids**

4.1. **Part A - Technical Proposal**

- 4.1.1. Before submitting the bid, the bidders should ensure that they confirm to the Pre-Qualification criteria as stated in **Annexure-2** of this RFP. Only after satisfying themselves of the Pre-Qualification criteria, the Offer should be submitted.
- 4.1.2. Technical Proposal should be submitted as per the format in **Appendix-A**. Relevant technical details and documentation should be provided along with Technical Proposal.
- 4.1.3. It is mandatory to provide the compliance to Scope of Work and Technical Requirements in the exact format of **Annexure-8**.
- 4.1.4. The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- 4.1.5. If any part of the technical requirements offered by the bidder is different from the technical requirements sought in the RFP, the bidder has to substantiate the same in detail the reason of their quoting a different technical requirement than what is sought for, like better feature or non-availability/ feasibility of the technical requirements quoted by Bank, invariably to process the technical offer.
- 4.1.6. The Bank shall not allow/ permit changes in the technical/functional requirements once it is submitted.
- 4.1.7. The Technical Proposal should be complete in all respects and contain all information sought for, as per **Appendix-A**. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. Part A - Technical Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 4.1.8. Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:

4.1.8.1. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).

4.1.8.2. It should not provide any price information like, unit price, tax percentage, tax amount etc.

4.2. **Part B - Commercial Bid**

4.2.1. Commercial Bid (Indicative) should be submitted as per instruction in **Appendix-B**.

4.2.2. Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-13**. Any deviations from the Bill of Material/ non-submission of prices as per the format shall make the bid liable for rejection.

4.2.3. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.

4.2.4. Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.

4.2.5. Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.

4.2.6. The Bidder should indicate the individual taxes, and its applicable rate along with the estimated tax amounts to be paid by the Bank.

4.2.7. The Commercial Bid (Indicative) of only those bidders who are qualified in Part-A Technical Proposal will be opened online.

5. **Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD**

5.1. The bidder shall furnish Non interest earning Earnest Money Deposit (EMD) amount of **Rs.10,00,000/-** as mentioned in the Bid Schedule online by way of NEFT/RTGS transferred from any Scheduled Commercial Bank in India to our CA No -**780223824** of Indian Bank, Harbour Branch with IFSC Code: **IDIB000H003**
Account Name: IB HO STATIONERY DEPARTMENT with Narration as: EMD FOR <RFP REF NO.>

Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.

- 5.2. In case the EMD is submitted in the form of Bank Guarantee the same should be valid for bid offer validity with additional claim period of 3 months from the last date for submission of offer. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-D**.
- 5.3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Indian Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per **Appendix-D**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.
- 5.4. Non submission of EMD with Technical Proposal leads to rejection of Bid.
- 5.5. The EMD of the Bidders not qualified under Part A – Technical Proposal will be returned within 30 days after opening the Commercial Proposals of the bidders qualified under Part A – Technical Proposal. The EMD of Technically Qualified bidders except the selected bidder/s will be returned within 30 days after opening the Commercial Proposals of the bidders qualified under Part A – Technical Proposal. The EMD of the selected bidder/s will be returned within 15 days after submission of Performance Security.
- 5.6. The EMD may be forfeited/ Bank Guarantee may be invoked:
 - 5.6.1. If the bidder withdraws or amends the bid during the period of bid validity specified in this document.
 - 5.6.2. If the selected bidder/s fails to accept the purchase order within 3 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

6. Costs & Currency

The Offer must be made in Indian Rupees only as per Bill of Material (**Annexure-13**).

7. Erasures or Alterations

The Offers containing erasures or alterations or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product/service being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Bank may treat such Offers as not adhering to the RFP guidelines and as unacceptable.

8. Assumptions/Presumptions/Modifications

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc., in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

9. Submission of Bids

- 9.1. The bidder has to submit their response in GeM portal before the bid end date & time mentioned in the GeM bid document. No mode of physical documents (viz., EMD, Integrity Pact etc.,) will be entertained.

10. Bid Opening

- 10.1. The **Part A – Technical Proposal** shall be opened online, on the Date & Time specified in the GeM Bid Schedule.
- 10.2. The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bids will be accepted on the next working day.
- 10.3. The **Part A – Technical Proposal** submitted by the bidder will be evaluated based on the documents submitted as per **Appendix-A**.
- 10.4. The **Part B – Commercial Bid** of only those bidders who qualified in **Part A - Technical Proposal** will be opened by the bank.

SECTION E - SELECTION OF BIDDER

1. Preliminary Scrutiny

- 1.1. The Bank will scrutinize the bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether items are offered as per RFP requirements and whether technical documentation as required to evaluate the offer has been submitted.
- 1.2. Prior to detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical requirements and bidding document is submitted without any deviations.

2. Clarification of Offers

- 2.1. During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof/ supporting documents required against clarifications, if applicable. The request for such clarifications and the bidder's response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.
- 2.2. The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

3. Evaluation of Bids

- 3.1. The Bank will evaluate the bids submitted by the bidders under this RFP. The bids will be evaluated by a committee of officers of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bids. It is Bank's discretion to decide at the relevant point of time.
- 3.2. **Part A – Technical Proposal:**
 - 3.2.1. The technical proposals submitted by the bidders will be evaluated based on the documents submitted as per **Appendix-A**. Bank will seek clarifications, if required. The Part B-Commercial Bid of only those bidders who qualified in Part A–Technical Proposal will be opened by the Bank.
 - 3.2.2. Bank will evaluate the responses provided by the Bidders for compliance to Scope of Work, Technical evaluation criteria and other terms & conditions as stipulated in the RFP.

3.3. **Part B - Commercial Bid:**

The Part B - Commercial Bid of only those bidders who qualified in **Part A– Technical Proposal** will be opened online in the GeM portal. The **Part B - Commercial Bid** submitted by the bidder will be evaluated based on Bill of material submitted by the Bidder.

4. **Bidders Presentation /Site Visits / Product Demonstration/POC**

- 4.1. The Bank reserves the right to call for a presentation on the features and functionalities as a Part of Technical Proposal evaluation.
- 4.2. The Bank at its discretion call for providing of Proof of Concept (PoC) of proposed product/ service at the location which is identified by the Bank. Hence, Bidder is required to arrange the required product in prior and need to submit the pre-requisites document in order to complete the POC within 30 Days.
- 4.3. Setting of evaluation criteria for demonstrations shall be entirely at the discretion of the Bank. The decision of Bank in this regard shall be final and, in this regard, no correspondence shall be entertained.
- 4.4. Bidder has to complete the Proof of Concept (POC) of the proposed solution/ product/ service within the time limit which is defined by Bank.
- 4.5. All expenses incurred in connection with the above shall be borne by the bidder. However, Bank will bear the travelling, boarding and lodging expenses related to its own personnel and its consultants, if any.
- 4.6. The presentation/document shared during the presentation/POC shall form the integral part of the offer made by the bidder and features mentioned therein should be delivered as part of the offer by the bidder at no extra cost to Bank, irrespective of the fact that such features are explicitly mentioned in the Bid or not.

5. **Normalization of Bids**

- 5.1. The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that, any of the Bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion request all the technically shortlisted bidders to re-submit the technical and Commercial Bids once again for scrutiny. The resubmissions can be requested by the Bank in the following manner;

5.1.1. Incremental bid submission in part of the requested clarification by the Bank

OR

5.1.2. Revised submissions of the entire bid in the whole

Indian Bank CO Stationery Department- GEM/2025/XX/XXXXXXX dated xx/xx/2025

- 5.2. The Bank can repeat this normalization process at every stage of bid submission till Bank is satisfied. The shortlisted bidders agree that, they have no reservation or objection to the normalization process and all the technically shortlisted bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process.
- 5.3. The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

6. Intimation to Qualified/Successful Bidders

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of **Part A - Technical Proposal and Part B - Commercial Bid**. The qualified bidders at each stage would get notified by GeM portal. Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders (L1, L2 etc.) will be announced as indicated above. No separate intimation will be sent to successful Bidder.

7. Selection of successful Bidder

- 7.1. The bidder/s who quotes the lowest Cost (L1) will be referred as the successful bidder/ bidders and will be notified through the GeM portal. No separate intimation will be sent to the bidder in this regard.
- 7.2. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 7.3. The Bank reserves the right to re-tender without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection
- 7.4. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 7.5. The bidder/s who is L1 will be referred as the selected bidder/s/ successful bidder/s after the completion.

SECTION F - OWNERSHIP & AWARDING OF CONTRACT

1. Bid Validity Period

The Offer submitted and the prices quoted therein shall be valid for 90 days from the date of opening of Commercial Bid. Bid valid for any shorter period shall be rejected by the Bank.

2. Proposal Ownership

The proposal and all supporting documentation submitted by the bidder shall become the property of the Bank. As the bidder's proposal is central to the evaluation and Selection process, it is important that, the bidder carefully prepares the proposal as per the prescribed format only. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposal but in a separate Annexure. Correct and current technical details must be completely filled in. The Appendices/Annexures to this RFP shall form integral part of the RFP.

3. Project Ownership

- 3.1. If the Bidder is offering products/services/items from other Bidder s/principals, as required in this RFP, they shall detail the responsibilities of the parties involved and also submit a letter of undertaking from the parties mentioning their consent and assurance for satisfactory performance of the project. The Bidder must specify any and all relationships with third parties in respect of the ownership
- 3.2. Ownership letter by the Bidder to be submitted (Undertaking letter by the Bidder taking the ownership of the project execution) in case third party also involved in project execution either fully or partially. The Bidder shall also submit the ownership certificate issued by the third party clearly mentioning the extent of ownership.
- 3.3. The Bidder also has to submit a certificate/Letter from OIM that the proposed services any other related software offered by the Bidder to the Bank are correct, viable, technically feasible for implementation and it will work without any hassles.

4. Acceptance of Offer

- 4.1. The Bank reserves its right to reject any or all the offers without assigning any reason thereof whatsoever.
- 4.2. The Bank will not be obliged to meet and have discussions with any bidder and/or to entertain any representations in this regard.
- 4.3. The bids received and accepted will be evaluated by the Bank to ascertain the best and lowest bid in the interest of the Bank. However, the Bank does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever. The bank

reserves the right to re-tender the RFP with or without modifications. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection.

- 4.4. The bidder including those, whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

5. **Award of Contract**

- 5.1. The Commercial Bid of only that Bidders who qualified in Technical Proposal will be opened online and will be evaluated.
- 5.2. The bidder/s who quotes the lowest price (L1) will be referred as the successful bidder/s and will be notified through the GeM portal.
- 5.3. However, the Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
- 5.4. The Bank reserves the right to re-tender without assigning any reasons whatsoever. The Bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection
- 5.5. The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised price bids from the bidders with regard to change in RFP clauses. The Bank reserves the right to accept any bid in whole or in part.
- 5.6. The bidder who has quoted the lowest quote will be declared as L1 Bidder. Further the Bidder who has quoted the second lowest quote will be declared as L2 Bidder and in the same way L3, L4, so on.
- 5.7. For Award of contract, Purchase Preference Clause mentioned in the bid and extant guidelines issued by competent authority from time to time shall be applicable in addition to other provisions in the Bidding Document in this regard.
- 5.8. Bank intends to onboard SINGLE Bidder as per the scope of work mentioned elsewhere in this RFP. After finalization of L1 Bidder, Bank will issue the work order and if any chance if the dispute arises with the L1 Bidder, Bank has the right to allocate the work to the next L2 Bidder.
- 5.9. If L2 Bidder does not match the price of L1 then the opportunity for matching the L1 price will be given to L3, L4, L5 and... so on and same procedure will follow if there is any dispute with the L1 bidder and has not met any consensus. The second Bidder who has accepted the price of L1 will be called as the next L1 Bidder.

5.10. Bank at its discretion may award the quantity in full to the L1 Bidder and complying to the terms and conditions mentioned elsewhere in RFP or may modify the quantity as per the RFP.

5.11. Bank at its discretion may float bids in future to select more vendors.

6. **Effective Date**

6.1. The effective date shall be date of acceptance of the order by the selected bidder/s. However, the bidder shall submit the acceptance of the order within three days from the date of receipt of order.

6.2. Failure to accept the order within **three days** from the date of receipt of the order, makes the EMD liable for forfeiture at the discretion of the Bank.

7. **Project Execution**

The entire project needs to be completed expeditiously. The Bank and the selected bidder/s shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project at Chennai. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder should have prior experience in implementing similar project. Project Kick-Off meeting should happen within 3 days from the date of acceptance of purchase order. The bidder shall submit a Weekly progress report to the Bank as per format, which will be made available to the selected bidder/s.

8. **Fixed Price**

The prices quoted in the tender response will be fixed for the period of the contract.

9. **Performance Security**

9.1. The successful bidder/s should submit a Performance Security equivalent to 5% of the Total Cost of Ownership (TCO) within 10 days from the date of acceptance of the Purchase Order with the validity period of 6 months from the acceptance of PO and shall be retained till the completion of Contract period. The guarantee should also contain an additional claim period of 3 months from the last date of validity.

9.2. If the Performance Security is not submitted within the time stipulated above, penalty at 0.50% for each completed calendar week of delay or part thereof on the total value of the order will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee/Performance Security. The total penalty under this clause shall be restricted to 2.5% of the TCO.

9.3. The selected bidder/s shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.

- 9.4. Performance Security Deposit should be submitted by way of Insurance Surety Bond, as Bank Guarantee (including e-Bank Guarantee) from a Commercial bank or online payment in an acceptable form safeguarding the Bank's interest in all aspects
- 9.5. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Indian Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per **Appendix-D**. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 9.6. The security deposit/ bank guarantee/Insurance Surety Bond will be returned to the bidder on completion of Contract Period.
- 9.7. The Bank shall invoke the Bank guarantee before the expiry of claim period, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. In such case Bank reserves, the right to invoke the Bank Guarantee/Security Deposit at its entirety and not based on proportion. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

10. Execution of Agreement

- 10.1. Within 3 days from the date of acceptance of the Purchase Order/LOI, the selected Bidder shall sign a stamped "Agreement" with the Bank at Chennai as per the format provided by the Bank. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the Bank and also rejection of the selected Bidder.
- 10.2. The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation. The Agreement shall be executed in English language in one original, the Bank receiving the duly signed original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.
- 10.3. The Pre-Contract Integrity Pact Agreement submitted by the Bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract.

11. Pricing & Payments

- 11.1. No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the completion of the contract period.
- 11.2. From the date of placing the order till the delivery of the Calendars, Authority Note Books, Business Planners and Table Top Calendars if any changes are brought in the duties such as excise/customs etc., by the Government resulting in reduction of the cost of the systems, the benefit arising out of such reduction shall be passed on to the Bank.

12. Order Cancellation/Termination of Contract

- 12.1.** The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 10 days' notice.
- 12.2.** The Bank reserves its right to cancel the entire/ unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 12.2.1.** Delay in delivery beyond the specified period for delivery.
 - 12.2.2.** Serious discrepancies noted in the items delivered.
 - 12.2.3.** Breaches in the terms and conditions of the Order.
 - 12.2.4.** Non submission of acceptance of order within 3 days of order.
 - 12.2.5.** Excessive delay in execution of order placed by the Bank.
 - 12.2.6.** The Vendor/ Service Provider commits a breach of any of the terms and conditions of the bid.
 - 12.2.7.** The Vendor/ Service Provider goes in to liquidation voluntarily or otherwise.
 - 12.2.8.** An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - 12.2.9.** The progress made by the Vendor/ Service Provider is found to be unsatisfactory.
 - 12.2.10.** If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 12.3.** Bank shall serve the notice of termination to the Vendor/ Service Provider at least 10 days prior, of its intention to terminate services.
- 12.4.** In case the Vendor/ Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/ Service Provider by giving 5 days' prior notice to the Vendor/Service Provider.
- 12.5.** After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving 10 days' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall

be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

- 12.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 12.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 12.8. Notwithstanding the existence of a dispute, and/ or the commencement of arbitration proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 12.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

SECTION G - GENERAL CONDITIONS

1. General Order Terms

Normally, the Order will be placed on the selected bidder/s as per the details given in the bid document. But, if there is any change in name/ address/ constitution of the bidding Firm/Company at any time from the date of bid document, the same shall be informed by the bidders to the Bank immediately. This shall be supported with necessary documentary proof or Court orders, if any. Further, if the bidding Firm/Company is undergoing any re-organization/ restructuring/ merger/ demerger and on account such a change the Firm/Company is no longer performing the original line of business, the same shall be informed to the Bank. There shall not be any delay in this regard. The decision to place orders or otherwise under such situation shall rest with the Bank and the decision of the Bank shall be final.

2. Responsibilities of the Selected bidder/s

- 2.1. The selected bidder/s has to inform change in the management of the company, if any, to the Bank within 15 days from the date of such change during contract period.
- 2.2. The Bank will call for Audited Balance Sheet of the selected bidder/s at any point of time during contract period and the selected bidder/s shall provide the same.
- 2.3. For smooth completion of project, the selected bidder should identify one or two of its representatives at Chennai as a single point of contact for the Bank.

3. Responsibility for Completeness

- 3.1. The selected bidder/s shall ensure that the items/products/services provided meets all the technical and functional requirements as envisaged in the scope of the RFP.
- 3.2. The selected bidder/s shall deliver the items/products/services as per Technical & Functional specification and Scope of Work described elsewhere in the RFP and arrange for user level demo at selected bidder/s's cost as per accepted time schedules. The selected bidder/s is liable for penalties levied by Bank for any deviation in this regard.
- 3.3. The selected bidder/s shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the bank or not. The selected bidder/s shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the bank.

4. Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts and records including product/service provided to the Bank under this RFP and the selected bidder/s shall extend all cooperation in this regard.

5. Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected bidder/s neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder/s calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the selected bidder/s liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder/s.

6. Assignment

- 6.1.** The VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.
- 6.2.** If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

7. Publicity

Any publicity by the bidder in which the name of the Bank is to be used will be done only with the explicit written permission of the Bank.

8. Insurance

The Products/ Items to be supplied maybe insured at the discretion of the bidder against all risks of loss or damages from the date of shipment till such time, the same is delivered and handed over to the Bank/Office/Bank designated locations. The Bidder may obtain transit insurance cover at their own discretion for the items to be delivered from their factory/go down to the location and such insurance cover should be available till delivery of the product. No claim on account of any loss/delay during transit will be entertained by the Bank for any reason whatsoever.

9. Intellectual Property Rights

- 9.1. Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware and Software supplied to the Bank shall not infringe the third party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as bidder.
- 9.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution/service:
- 9.3. The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 9.4. The bidder acknowledges that business logics, work flows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/ referred to other clients, agents or distributors of Hardware/ Software.

10. Confidentiality and Non-Disclosure

- 10.1. The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the

purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in **Annexure-9**.

- 10.2.** No media release/ public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

11. Service Levels:

During the term of the contract, the bidder/ vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Bidder/Vendor/Service provider.

12. Hiring of Bank Staff or Ex-Staff:

The BIDDER/VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the Bidder/VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank.

13. Amendments to Contract:

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

14. Indemnity

- 14.1.** The BIDDER/ VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the BIDDER/ VENDOR/ SERVICE PROVIDER;
- 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the BIDDER/ VENDOR/ SERVICE PROVIDER;
- 14.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the BIDDER/ VENDOR/ SERVICE PROVIDER.
- 14.2. The BIDDER/ VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of service provided by them.
- 14.3. All Employees engaged by the BIDDER/ VENDOR/ SERVICE PROVIDER shall be in sole employment of the BIDDER/ VENDOR/ SERVICE PROVIDER and the BIDDER/ VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/ death/ termination) of any nature to the employees and personnel of the BIDDER/ VENDOR/ SERVICE PROVIDER.
- 14.4. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.
- 14.5. BIDDER/ VENDOR/ SERVICE PROVIDER aggregate liability shall be subject to an overall limit of the total Cost of the project.
- 14.6. The limits specified in above clauses shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidential obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

15. Conflict of Interest:

- 15.1. BIDDER/ VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

- 15.2. BIDDER/ VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/ Service Provider shall immediately inform the Bank in writing of such conflict.
- 15.3. BIDDER/ VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

16. General Conditions to Contract:

- 16.1. The BIDDER/ VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 16.2. The BIDDER/ VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information
- 16.3. The BIDDER/ VENDOR/ SERVICE PROVIDER shall abide/ comply with applicable guidelines issued by RBI and its future amendments and communications.
- 16.4. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 16.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 16.6. All remedies of either BANK or BIDDER/ VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 16.7. If any provision of Contract or the application thereof to any person or Party [BANK/ BIDDER/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such

provision had not been included. Further, the Parties [BANK and BIDDER/VENDOR/ SERVICE PROVIDER] shall endeavor to replace such

invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.

16.8. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and BIDDER/ VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor BIDDER/ VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.

16.9. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and BIDDER/ VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.

17. Force Majeure

17.1. The selected bidder/s shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.

17.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the selected bidder/s, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the selected bidder/s, resulting in such a situation.

17.3. In the event of any such intervening Force Majeure, the selected bidder/s shall notify the Bank in writing of such circumstances and the cause thereof immediately within three calendar days. Unless otherwise directed by the Bank, the selected bidder/s shall continue to perform/ render/ discharge other obligations as far as they can reasonably be attended/ fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

17.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of 15 days, the Bank and the selected bidder/s shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the selected bidder/s.

18. Responsibilities of the Bidder

By submitting a signed bid/response to this RFP the Bidder certifies that:

18.1. The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.

- 18.2. The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- 18.3. No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- 18.4. Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with INDIAN BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be resolved.
- 18.5. The bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The bidder represents that all items in response to this RFP shall meet the requirement of the solution/service proposed by the bidder. The bidder shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services or functions not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.

19. Corrupt and Fraudulent Practices:

- 19.1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 19.2. ""Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an 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 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
- 19.3. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

- 19.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 19.5. The decision of Bank in determining the above aspects will be final and binding on all the Bidders. No Bidder shall contact through any means of communication the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- 19.6. Any effort/ attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.
- 19.7. The selected bidder/s shall ensure compliance of CVC guidelines issued or to be issued from time to time for Solution/service by the Bank.

20. Adoption of Integrity Pact

- 20.1. The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- 20.2. Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participating in the bidding process.
- 20.3. The bidder shall submit signed Pre Contract integrity pact as per Bank's format along with the bid. Those bids which are not containing the above are liable for rejection.
- 20.4. Foreign bidders to disclose the name and address of agents and representatives in India and Indian bidders to disclose their foreign principles or associates.
- 20.5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- 20.6. Integrity Pact in respect of this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

- 20.7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of

the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

- 20.8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

- 20.9. Integrity pact shall be signed by the person who is authorized to sign the bid.

21. Amendments to the Purchase Order

Once purchase order is accepted by the selected bidder/s, no amendments or modifications of order and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

22. Amendments to the Agreement

Once agreement is executed with the selected bidder/s, no amendments or modifications of agreement and no waiver of any of the terms or conditions thereof shall be valid or binding unless made in writing and mutually agreed by the parties.

23. Modification/Cancellation of RFP

The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

24. Social Media Policy:

- 24.1. No person of the bank or the contractors and third parties shall violate the social media policy of the bank.

- 24.2. The following acts on the part of personnel of the bank or the contractors and third parties shall be construed as violation of social media policy:

24.2.1. Non-adherence to the standards/guidelines in relation to social media policy issued by the Bank from time to time.

24.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of social media related systems and procedures.

24.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.

24.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and/ or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

25. Resolution of Disputes:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in the discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator mutually agreed upon after issue of at least 15 days' notice in writing to the other party clearly setting out there-in the specific disputes. In the event of parties failing to consent upon a single arbitrator than BOTH PARTIES shall approach Court of Law for the appointment of sole arbitrator as provided under the Arbitration and Conciliation Act 1996. Place and jurisdiction of Arbitration shall be Chennai, INDIA which will be governed by Indian Arbitration and Conciliation Act 1996. Proceedings of Arbitration shall be conducted in English language only.

26. Legal Disputes and Jurisdiction of the court

26.1. The Bank Clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

26.2. All disputes and controversies between Bank and bidder shall be subject to the exclusive jurisdiction of the courts in Chennai and the parties agree to submit themselves to the jurisdiction of such court as this RFP/Contract agreement shall be governed by the laws of India.

27. Testing

Bank reserves the right to test the quality of Calendars, Authority Note Books, Business Planners and Table Top Calendars for compliance of Technical Specifications from a reputed Testing Laboratory/ Agency. Bank will at its discretion may select one or more

random sample from each Field General Office/ Head Office/Zonal Office and send it for testing of specifications. If the test results do not confirm the compliance of the Technical

Specifications enumerated in the RFP, then the entire lot meant for that particular Field General Office/ Zonal Office/ Head Office will be rejected. The bidder should replace the entire lot at his own cost and responsibility, within the project timeline (i.e. No extension of time will be given for replacement of rejected quantity).

SECTION H- PURCHASE PREFERENCE

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups, Women, SC/ST and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. The terms and conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

- 1.1. From time to time, the Government of India (Procuring Entity) lays down procurement policies to help inclusive national economic growth by providing long-term support to micro, small and medium enterprises and disadvantaged sections of society. The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018 and 2021 are available on the MSME website.
- 1.2. Under the amended Public Procurement Policy for MSEs, Order 2012, the Central Government Ministries/ Departments/ Public Sector Undertakings shall procure a minimum of 25 per cent of their annual value of goods or services from MSEs. (In accordance with General Financial Rules, 2017, Rule 153-(ii)).
- 1.3. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. MSEs would be treated as owned by SC/ ST or Women entrepreneurs:
 - 1.3.1. In the case of proprietary MSE, proprietor(s) are SC /ST or Woman;
 - 1.3.2. In the case of partnership MSE, the SC/ ST or Women partners hold at least 51% (fifty-one per cent) shares in the unit;
 - 1.3.3. In the case of Private Limited Companies, SC/ ST or Women promoters hold at least 51% (fifty-one per cent) share.
- 1.4. It is mandatory to disclose the status as SC/ST/Women for in Udyam Registration.
- 1.5. The Policy is applicable to all the Central Government Ministries/ Departments/ CPSUs. However, the policy is not applicable to State Government Ministries/ Departments/ PSUs.
- 1.6. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.6.1. District Industries Centers or
 - 1.6.2. Khadi Village Industries Commission or
 - 1.6.3. Khadi & Village Industries Board or
 - 1.6.4. Coir Board or National Small Industries Corporation or

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- 1.6.5. Directorate of Handicrafts & Handloom or
- 1.6.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
- 1.6.7. Udyam Registration Certificate
- 1.7. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption as per Gem guidelines.
- 1.8. Bidder has to submit as self-declaration accepting that if they are awarded the contract and if they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Indian Bank as per **Annexure-4**.
- 1.9. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- 1.10. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.
- 1.11. Additionally, the terms and conditions of the GTC (GeM terms & conditions) with regard to the MSEs exemption enshrined in the GeM portal (gem.gov.in) shall be applicable.

2. **Start-up:**

- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
- 2.3. Relaxation to Startups: As per manual of procurement, the Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises recognized by Department for Industry & Internal Trade (DPIIT), subject to meeting of quality & technical specifications. Startups may be MSMEs or otherwise. The decision of the Procuring Entity in this regard shall be final
- 2.4. Startups are exempted from submission of EMDs.
- 2.5. For availing the relaxations, Bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce.

- 2.6. Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of two years from being eligible to submit Bids for contracts with Indian Bank as per **Annexure-4**.

3. Procurement through Local Suppliers (Make in India):

Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 19/07/2024 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under “Make in India” initiative.

- 3.1. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.2. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.3. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.4. “Non-Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class II local supplier’ under the Public Procurement (Preference to Make in India), Order 2017.
- 3.5. The ‘local content’ requirement to categorize a supplier as ‘Class I Local Supplier’ is minimum 50%. For ‘Class-II Local supplier’ the ‘local content’ requirement is minimum 20%.
- 3.6. The margin of Purchase preference shall be 20%.
- 3.7. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- 3.8. The ‘Class –I Local supplier’/‘Class –II Local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class –I Local supplier’/‘Class-II Local supplier’ as the case may be. They shall also give details of the location(s) at which the local value addition is made.

- 3.9.** In cases of procurement for a value in excess of Rs.10 Crores, the ‘Class-I Local supplier’/‘Class –II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 3.10.** False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a Bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.11.** All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- 3.12.** The Bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- 3.13.** Indian Bank has the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.



Annexure-1

Bid Covering Letter

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

Reference No:

Date:

To

**The Chief Manager,
Indian Bank,
CO Stationery,
No 2 Krest Building
Jehangir Street
Chennai 1.**

Dear Sir,

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXX dated xx/xx/2025

We have examined the above-mentioned RFP document including all annexures the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications/ amendments, if any, furnished by the Bank and we, the undersigned, offer for subject items are in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial offer and made part of this offer.

The undersigned is authorized to sign on behalf of the Bidder Company and the necessary supporting documents delegating this authority is enclosed to this letter.

If our offer is accepted, we undertake to complete the formalities of deliverables as per timelines mentioned in the RFP for each ordered locations.

If our offer is accepted, we undertake to provide Technical consultancy/ Service support/ Guidance for the specified scope as per the above referred RFP, during contract period. We enclose an online credit/Bank Guarantee in lieu of EMD as per RFP in favour of Indian Bank as EMD or Exemption certificate in lieu of EMD.

We agree to abide by this offer till 90 days from the date of Commercial Bid opening and for such further period as mutually agreed between the bank and selected bidder/s, and agreed to in writing by the selected bidder/s. We also agree to keep the Earnest Money Deposit/Bank Guarantee in lieu of EMD during the entire validity period of the RFP. However, if we withdraw our offer within the said validity period, you shall have the right to forfeit the

Indian Bank CO Stationery Department- GEM/2025/XX/XXXXXX dated xx/xx/2025

EMD/invoke the Bank Guarantee in lieu of EMD, without reference to us. We agree to abide by and fulfil all the terms and conditions of the RFP and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in RFP together with the return acceptance of the contract.

We accept all the Instructions, Terms and Conditions and Scope of Work of the subject RFP. We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in shortlisting of bidders.

We will not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). We further understand that any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

We also confirm that, we will not sub contract part or complete assignment Consultancy to any other agency or individual without obtaining prior permission of the Bank.

All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. Bank reserves the right to verify /evaluate the claims made by the Bidder independently.

We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-2
Pre-Qualification Criteria

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025

We have carefully gone through the contents of the above referred RFP along with replies to Prebid queries & amendment, if any and furnish the following information relating to Pre-Qualification Criteria.

Sl. No.	Pre-Qualification Criteria	Documents to be submitted In compliance with Pre-Qualification Criteria	Bidders Response
1.	Signing of Pre-Contract Integrity Pact	The bidder should submit signed Pre-Contract integrity pact on Non-Judicial Stamp Paper value as applicable (as per respective state Stamp Act) as per Appendix-F .	
2.	The Bidder (including its OEM, and OSD/OSO, OIM if any) should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2024.	Certificate of local content to be submitted as per Annexure-5 as applicable.	
3.	The Company operating should be legally compliant company and can be: a. A partnership firm or a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008. (OR) b. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013. (OR) c. Proprietorship firm duly registered under the applicable shops and commercial Establishments Act and	Copy of Certificate of FIRM/LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. (OR)	

	should be compliant to all the applicable laws.	Copy of Certificate of registration under and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. For (c) Documentary proof for confirming registration of Proprietorship firm (e.g. Copy of Certificate of registration under shops and commercial Establishments Act., GST etc.)	
4.	If not a group of company, Bidder Company shall not be owned or controlled by any Director, or Key managerial personnel of the Indian Bank or their relatives.	Letter of Undertaking in company's letter head has to submit in this effect.	
5.	The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or indirectly has not participated in the bid process.	The bidder should submit letter of confirmation on the Company's letter head to this effect.	
6.	The Bidder should have an average annual turnover of Rs.5.00 Crore in the last three financial years (i.e. 2022-23 ,2023-24 and 2024-25). This must be the individual company turnover and not of any group of companies.	Bidder has to submit audited Balance Sheet copies for last 3 Years i.e. 2022-23 , 2023-2024 & 2024-25 along with certificate from the Company's Chartered Accountant to this effect with UDIN.	
7.	The bidder should have positive Net Worth as on 31/03/2025 and also should have not eroded by more than 30% in the last three financial year, ending on 31/03/2025.	The bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	

8.	Bidder must have undertaken and successfully executed similar project involving printing and supply of items mentioned under requirement details in RFP of at least bulk order in last 5 Years to any Govt. Agency/ PSU/ Public sector Banks, Private Sector Banks & Reputed listed Private Institutions as on 31/03/2025.	The bidder has to provide relevant purchase order/ work order/engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization/Email reference from the client clearly specifying the number of Calendars, Authority Note Books, Business Planners and Table Top Calendars supplied. Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number.	
9.	The Bidder must demonstrate sufficient infrastructure, including a minimum of 10,000 sq.ft. of combined work and shed area. Key equipment must include at least 2 offset machines for separate four-color and two-color printing, a minimum of 2 cutting machines, 2 Wiro-O-spiral binding machines, and 2 metal rimming machines.	The bidder should submit Chartered Engineer's certificate including supporting Photos to Certify the same. Certificate should not be older than One Year.	
10.	Bidders should not be under debarment/ blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of this RFP.	A self-declaration letter by the bidder on the Company's letter head should be submitted to this effect.	
11.	Any Bidder (including OEM and OSD/OSO, OIM if any) from a country which shares a land border with India will be eligible to bid, only if the Bidder (including OEM and OSD/OSO/OIM) are registered with the Competent Authority. Bidder (entity) from a country	A declaration stating "We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify that we and our OEM are not	

	which shares a land border with India means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.	from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]	
12.	Authorization Certificate - Whether the Bid is authenticated by authorized person.	Bidder to submit a copy of the Board Resolution and the Notarized Power of attorney /Letter of authority if authority is sub delegated as mentioned in Board Resolution and KYC documents evidencing the authority delegated to the authorized signatory.	

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection. All documentary evidence/ certificates confirming compliance to Pre-Qualification Criteria should be part of the RFP.

Date:
Place:

Signature with seal
Name:
Designation :

Annexure-3

Bidder's Profile

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025.

Sl. No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./ Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and/ or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
6)	Whether recognized as a Start-up by Department of Industrial Policy and Promotion (DIPP)? (Proof of such recognition, indicating terminal validity date of registration and Certificate from CA that the Turnover of the entity complies with Start-up guidelines)	
7)	Address for Correspondence: Registered Office: Corporate Office:	
8)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Bank)	

9)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	
----	--	--

Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.

Date:

Place :

Signature with seal:

Name:

Designation :



Annexure-4

Bid Security Declaration

(Should be submitted by eligible MSEs/Start-ups on Company's letter head with company seal and signature of the authorized person)

To,

**The Chief Manager,
Indian Bank,
CO Stationery,
No 2 Krest Building
Jehangir Street
Chennai 1.**

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025.

Dear Sir

We declare that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, we note that we will be suspended for the period of two years from being eligible to submit bids for contracts with Indian Bank.

**Place:
Date:**

**[Signature of Authorised Signatory]
Name:
Designation:
Seal:**



Annexure-5

Make in India Certificate

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

Bidder's Reference No. _____

Date:

To,

**The Chief Manager,
Indian Bank,
CO Stationery,
No 2 Krest Building
Jehangir Street
Chennai 1.**

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXX dated xx/xx/2025

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 19.07.2024 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Indian Bank Tender No. dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows: _____.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

Annexure-6

List of Major Customers of the bidder in last 5 Years and references in Printing and Supply of Calendars, Authority Note Books, Business Planners and Table Top Calendars

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 5 years	Satisfactory Letter from customer to be Enclosed or Purchase Orders to be enclosed
1	2	3	4	5

(Enclose necessary documentary proof)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal

Annexure-7

Office Details

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of employees under the jurisdiction
1.				
2.				

Date:
Place :

Signature with seal:
Name:
Designation :

Annexure-8

Scope of Work including Technical Specifications

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025

All points mentioned in scope of work are mandatory to comply and non-compliance to any of the point lead to disqualification of the bidder during evaluation.

1. TABLE FOR NORMAL WALL CALENDARS

DESCRIPTION	BANK'S SPECIFICATIONS
QUANTITY	1,65,000*
SIZE	14" Width x 22" Height
DESIGN/ ART WORK	Will be provided by Bank
NO OF PAGES	7 Sheets 1 Sheet – 4 Colour Printing – Single Side 6 Sheet – 4 Colour Printing – Both Side
PAPER QUALITY	130 gsm Art paper Procured from Grade "A" Paper Mill.
OPACITY %	Minimum 85% to enable printing on both sides
BRIGHTNESS	Minimum 85%
PROCESS	Offset printing
NO. OF COLOURS	4 Colour printing
RIMMING	Double twisted steel grey metal rimming on 14" side with a silk hanger. An appropriate hole in the centre to be made for passing the silk thread which has to be provided by the bidder for turning the sheets.
PACKING MATERIAL	25 calendars in each bundle (Plastic cover). Packing should be worthy of dispatch to outstations
Despatch	Despatch to the FGM Offices, Zonal Offices, Corporate Office, Head Office, IMAGE, all Staff Training Colleges, Inspection Centres and other offices

2. TABLE FOR AUTHORITY NOTE BOOKS:

DESCRIPTION	BANK'S SPECIFICATIONS
QUANTITY	1,25,000*
Size	17.8 cm * 24.5 cm
DESIGN/ ART WORK	Will be provided by Bank
No of Pages	220 <u>without Date Ruled</u>
Paper Quality	70 GSM N S paper
Wrapper	Duro bound & HBE cover special design, Multi colour printing
Binding	Sewing Bookmark & ribbon head band with sufficient length
Cover	Individual White Carton Box
PACKING	50 Nos in a box. Packing should be worthy of despatch to outstations.
Despatch	Despatch to the FGM Offices, Zonal Offices, Corporate Office, Head Office, IMAGE, all Staff Training Colleges, Inspection Centres and other offices

3. TABLE FOR BUSINESS PLANNERS:

**** CUSTOMIZED – 1200 – (i)**

DESCRIPTION	BANK'S SPECIFICATIONS
QUANTITY	1,200*
Size	17.8 cm * 24.5 cm
DESIGN/ ART WORK	Will be provided by Bank
No of pages	320 Pages with Date Ruled
Paper Quality	70 GSM N S paper
Wrapper	Duro bound & HBE cover special design, multi-colour printing with <u>Name Embossing</u>
Binding	Sewing Bookmark & ribbon head band with sufficient length
Cover	Individual White Carton Box
Packing	20 Nos. in a box. Packing should be worthy of dispatch to outstations.
Despatch	Despatch to the FGM Offices, Zonal Offices, Corporate Office, Head Office, IMAGE, all Staff Training Colleges, Inspection Centres and other offices

**** CUSTOMIZED – 800 (ii)**

DESCRIPTION	BANK'S SPECIFICATIONS
QUANTITY	800*
Size	17.8 cm * 24.5 cm
DESIGN/ ART WORK	Will be provided by Bank
No of pages	First Page Indian Bank Logo 320 Pages with Date Ruled
Paper Quality	70 GSM N S paper
Wrapper	• PUL Leather Bound Logo and Year
Binding	Sewing Bookmark & ribbon head band with sufficient length
Cover	Individual White Carton Box
Packing	20 Nos. in a box. Packing should be worthy of dispatch to outstations.
Despatch	Despatch to the FGM Offices, Zonal Offices, Corporate Office, Head Office, IMAGE, all Staff Training Colleges, Inspection Centres and other offices

4. TABLE FOR TABLE TOP CALENDARS:

**** CUSTOMIZED - 2000**

DESCRIPTION	BANK'S SPECIFICATIONS
QUANTITY	2,000*
DESIGN/ ART WORK	Will be provided by Bank
No. of Sheets	14
Colour	4 Colour Printing - Both Side
Paper Quality	170 GSM Art Paper
Size	14 Sheets 24cm w * 16cm H
Stand	22cm W * 20cm H
Colour	4 Colour Printing on outer side only
Binding	Wiro
Packing	20 Nos. in a box Packing should be worthy of dispatch to outstations
Despatch	Despatch to the FGM Offices, Zonal Offices, Corporate Office, Head Office, IMAGE, all Staff Training Colleges, Inspection Centres and other offices

*The quantity mentioned is indicative in nature and Bank at its discretion may increase/decrease the quantity. Bidder has to provide the required quantities at the rate quoted above.

Note:

- The vendor has to submit a sample of the papers proposed to be used in the Calendars, Authority Note Books, Business Planners and Table Top Calendars and the name of the Grade “A” mill from which the vendor proposes to procure. Further on supply, a copy of invoices given by the Mill for the entire quantity purchased should be submitted to Bank.
- After preparing the complete artwork of the Wall Calendar, Authority Note Books, Business Planners and Table Top Calendars proof of the same items needs to be submitted for bank’s approval.
- Bidders must fully comply with all the requirements. Non-Compliance to any one of the requirements leads to disqualification of the Bidder in Part B - Technical Bid without further evaluation.

2. Supply schedule/ Destination:

- 2.1 Printing and Delivery of Calendars, Authority Note Books, Business Planners and Table Top Calendars shall be strictly within the stipulated time frame.
- 2.2 The bidder has to submit samples of all items as per project timeline.
- 2.3 The items have to be packed in roll form containing 25 Calendars, pack form for 50 Authority note books and 20 nos. of Business Planners each and packets should be neatly packed in each carton/corrugated boxes of specified quality.
- 2.4 Each box must have a sticker specifying the type of item along with quantity and the gross weight of entire box.
- 2.5 Any delay in dispatch/delivery of the items will entail Bank to invoke penalty clause in terms of RFP.
- 2.6 Failure to supply wholly or partially, as per terms of our order non-performance or non-supply in time or supplying the materials which do not confirm to the specification/quality as prescribed or defective, will entail enforcement of one or more of the following:
 - 2.6.1 Cancellation of the order in part or full and forfeiture of EMD/Security Deposit (inclusive of GST) in part or full.
 - 2.6.2 Recovery of extra cost (with applicable GST), if any incurred by the bank in procuring the materials from other bidders/vendors, due to delay in execution over stipulated time or otherwise, by adjusting the EMD/Security Deposit

besides the bank reserve the rights to claim balance cost/damages with applicable GST.

- 2.6.3 Rejection of the entire stock/to the extent of defective stock.
- 2.6.4 Random samples of all items supplied to Corporate Office, FGM offices and Zonal Offices will be collected for quality check as per banks specification.

2.7 *The requirement of the bank for printing of proposed number of items are detailed below. These specifications are not exhaustive:*

Sl. No.	Item	Compliance (Yes/No)	Remarks
Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank, Corporate Office, # 254-260 Avvai Shanmugam Salai Royapettah Chennai 14, Specialised Centres, 15 FGMO's and 92 Regional Offices Across the Country.			
1	Vendor to confirm that required capacity to print the quantity as per the scope of work and also be able to supply to all the locations as per Annexure- 14		
2	Vendor to submit Sample Items of all for approval prior to printing		
3	Vendor to print all items according to the approved artwork provided by bank.		
4	Vendor to print and supply within the timeline mentioned in Section- C of this RFP		
5	Vendor to use best in Printing Technology, and materials to achieve the desired quality.		
6	Vendor to provide copy of GST invoices for the paper purchased from Grade "A" paper mill clearly mentioning the paper specifications.		
7	Vendor to confirm printing of all items complying to specifications as per SPECIFICATION TABLE_in-scope of work.		
8	Vendor to facilitate inspection by Bank Officials during process of printing and for pre dispatch inspection		

9	Vendor to ensure packing of all the items as per banks requirement and in the specifications of container as mentioned in technical specifications in scope of work		
10	Vendor to put stickers specifying the contents of the box namely the count, type and weight both individually and as whole.		
11	Vendor to accept the test results conducted by a testing agency appointed by Bank and confirm compliance as per Section G- Clause 27 of this RFP.		

We hereby comply with each point of the above Scope of Work without any deviations.

Place:

Date:

Signature with seal:

Name:

Designation:



Annexure-9

Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this theday of.....202... between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at 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 “service provider” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to engage for

M/s..... Limited has been engaged in the business of providing IS Audit services.

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

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. Confidential information

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

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

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party 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. Whenever, it is expedient under the contract, the Receiving Party may disclose confidential information to consultants/third party only if the consultant/ third party has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

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

Upon written request by the Bank, the IS Auditor shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

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
- or becomes publicly known through no unauthorized act of the Receiving party
- rightfully received from a third party without restriction and without breach of this agreement
- independently developed by the Receiving party without use of the other party's confidential information and is so documented.
- disclosed without similar restrictions to a third party by the Party owning the confidential information

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

4. Term

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

Notwithstanding the above, the obligations of the receiving party in respect of 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

Indian Bank CO Stationery Department- GEM/2025/XX/XXXXXXX dated xx/xx/2025

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. Indemnity clause

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

13. 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



Annexure-10

Compliance Statement

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Description	(Yes/ No)	Remarks/ Deviations
Compliance to Terms and Conditions		
Compliance to Scope of Work of the subject RFP		
Compliance to Technical Specifications		

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

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-11

Undertaking Letter

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025

- a. We also confirm that we have quoted the services with GST only.
- b. We also confirm that in case of invocation of any Bank Guarantees submitted to the Bank, we will pay applicable GST on Bank Guarantee amount.
- c. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.
- d. We hereby confirm to undertake the ownership of the subject RFP even in case third party is also involved in project execution either fully or partially.
- e. We also confirm that we have not changed the format of BOM.
- f. We hereby confirm that, if we become successful bidder, we will submit Due-Diligence Report from any RBI Accredited/ SEBI registered Credit rating agencies in India as per **Annexure-16**. of the RFP.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-12

Escalation Matrix

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025.

Name of the Bidder Firm:

Printing and Delivery Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Email address
a.	Hemapriya	First Level Contact	No .2 Krest Building Jehangir Street Chennai 1	04425278791	hostationery@indianbank.bank.in
b.	Ganesh Narayan Rajak	Second level contact (If response not received in 24 Hours)	No .2 Krest Building Jehangir Street Chennai 1	04425278790 8318037498	hostationery@indianbank.bank.in

Any change in designation, substitution will be informed by us immediately.

Date:

Place:

Signature with seal

Name:

Designation:

Annexure-13

Bill of Material

(Should be submitted on Company's letter head with company seal and signature of the authorized person)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXX dated xx/xx/2025

Notes

1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
3. Do not change the structure of the format nor add any extra items.
4. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.

Total Cost for the Printing and Supply of Calendars, Authority Note Books, Business Planners and Table Top Calendars

[Amount in Indian Rupees]

Sl. No.	Description	Unit Price (excl. of taxes)	*Indicative Quantity	Total cost (excl. of taxes)	Tax for Column c		Total Cost (incl. of taxes)
					% of Tax	Tax Amt.	
		a	b	c=a*b	d	e	f=c+e
1.	Printing and Supply of Normal Wall Calendars as per specifications narrated in Annexure- 8- Table A		1,65,000				
2.	Printing and Supply of Authority Note Books as per specifications narrated in Annexure- 8- Table A		1,25,000				
3.	Printing and Supply of Business Planners as per specifications narrated in Annexure- 8- Table A		2,000				

4.	Printing and Supply of Table Top Calendars as per specifications narrated in Annexure- 8- Table A		2,000				
Total Cost of Ownership (1+2+3+4)							

Undertaking

- i. *The quantity mentioned in the BOM is indicative in nature and Bank at its discretion may increase/decrease the quantity. Bidder has to provide the required quantities at the rate quoted above.
- ii. The unit price per Calendar, Authority Note Books, Business Planners and Table Top Calendars quoted in table above should be inclusive of paper, printing, processing, packing, transportation and Delivery Charges. No extra claim shall be made in this regard.
- iii. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- iv. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- v. We have not changed the structure of the format nor added any extra items. We note that any such alteration will lead to rejection of Bid.
- vi. We agree that no counter condition/ assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- vii. We are agreeable to the payment schedule as per “Payment Terms” of the bid.
- viii. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.

Date:

Place:

Signature with seal

Name:

Designation:

Annexure-14

Details of Location of Delivery

S.No	FGMO/ZONE	Calendar	Authority Note book
I	FGMO BENGALURU	95	75
1	BENGALURU	1672	1075
2	ERNAKULAM	1132	736
3	HUBBALLI	1076	705
4	KOZHIKODE	1226	789
5	MYSORE	792	521
6	THIRUVANANTHAPURAM	1476	968
	Total FGMO BENGALURU	7469	4869
II	FGMO BHUBANESWAR	112	91
7	BERHAMPUR	895	592
8	BHUBANESWAR	1259	798
9	CUTTACK	1334	866
10	RAIPUR	1540	1007
11	SAMBALPUR	871	570
	TOTAL FGMO BHUBANESWAR	6011	3924
III	FGMO CHANDIGARH	111	88
12	AMRITSAR	1257	819
13	CHANDIGARH	1730	1104
14	JALANDHAR	1054	684
15	KARNAL	1365	867
16	LUDHIANA	1519	987
	TOTAL FGMO CHANDIGARH	7036	4549
IV	FGMO CHENNAI	127	107
17	CHENNAI NORTH	1399	885
18	CHENNAI SOUTH	1600	1016
19	CUDDALORE	1506	992
20	KANCHEEPURAM	1374	888
21	POONAMALLEE	1548	1008
22	PUDUCHERRY	1599	1049
23	TIRUVANNAMALAI	1195	772
24	VELLORE	1500	972
	TOTAL FGMO CHENNAI	11848	7689
V	FGMO COIMBATORE	125	104
25	COIMBATORE	1551	985
26	DHARMAPURI	1734	1115

27	KARAIKUDI	1038	665
28	KUMBAKONAM	1218	790
29	MADURAI	1561	977
30	NAGAPATTINAM	1076	690
31	SALEM	1431	930
32	TIRUNELVELI	1719	1059
33	TIRUPPUR	1326	875
34	TRICHY	1532	990
	TOTAL FGMO COIMBATORE	14311	9180
VI	FGMO DELHI	130	108
35	DELHI CENTRAL	1844	1214
36	DELHI SOUTH	1602	1055
37	GURGAON	1357	901
	TOTAL FGMO DELHI	4933	3278
VII	FGMO GUWAHATI	89	69
38	BERHAMPORE	1228	789
39	DIBRUGARH	1468	961
40	GUWAHATI	1631	1059
41	SILIGURI	1269	826
	TOTAL FGMO GUWAHATI	5685	3704
VIII	FGMO HYDERABAD	105	85
42	AMARAVATHI	1337	897
43	HYDERABAD	1268	831
44	KARIM NAGAR	1086	727
45	MALKAJGIRI	1256	839
46	RAJAHMUNDRY	1405	916
47	TIRUPATI	1876	1206
48	VIJAYAWADA	1291	852
49	VISAKHAPATNAM	1113	729
	TOTAL FGMO HYDERABAD	10737	7082
IX	FGMO JAIPUR	98	76
50	BHOPAL	1166	757
51	INDORE	830	539
52	JABALPUR	1446	949
53	JAIPUR	1732	1124
54	SATNA	1516	989
55	UDAIPUR	1470	959
	TOTAL FGMO JAIPUR	8258	5393
X	FGMO KOLKATA	112	90
56	ASANSOL	1697	1103
57	BARASAT	1725	1101
58	CHINSURAH	1426	916

59	KOLKATA CENTRAL	1571	991
60	KOLKATA NORTH	1135	727
61	KOLKATA SOUTH	1132	741
62	MIDNAPORE	1721	1091
	TOTAL FGMO KOLKATA	10519	6760
XI	FGMO LUCKNOW	122	101
63	BAHRAICH	1215	802
64	GONDA	1780	1164
65	JHANSI	956	619
66	KANPUR	1194	756
67	LAKHIMPUR KHERI	1328	870
68	LUCKNOW	1795	1162
69	SITAPUR	1300	849
	TOTAL FGMO LUCKNOW	9690	6323
XII	FGMO MEERUT	96	76
70	AGRA	1309	859
71	DEHRADUN	1141	738
72	MEERUT	1736	1154
73	MORADABAD	1428	934
74	NOIDA	1092	725
	TOTAL FGMO MEERUT	6802	4486
XIII	FGMO MUMBAI	131	108
75	AHMEDABAD	1554	1002
76	MUMBAI SOUTH	1373	892
77	MUMBAI WEST	1217	794
78	NAGPUR	1658	1054
79	PUNE	1581	1035
80	RAJKOT	734	478
81	SURAT	908	604
	TOTAL FGMO MUMBAI	9156	5967
XIV	FGMO PATNA	105	84
82	BHAGALPUR	1649	1083
83	DEOGHAR	1836	1186
84	GAYA	1253	826
85	MUZAFFARPUR	1736	1130
86	PATNA	1949	1228
87	RANCHI	1749	1115
	TOTAL FGMO PATNA	10277	6652
XV	FGMO PRAYAGRAJ	85	63
88	BANDA	1591	1022
89	GORAKHPUR	1742	1133
90	MIRZAPUR	1728	1125

91	PRAYAGRAJ	1545	999
92	VARANASI	1823	1183
	TOTAL FGMO PRAYAGRAJ	8514	5525
	LCB & MCB & POOL Assets	942	724
	Corporate Office & Head Office	32812	38895
	Total	165000	125000



Annexure-15

Letter for EMD Return (if applicable)
[On Firm's / Company's letter head]

To

**The Chief Manager,
Indian Bank,
CO Stationery,
No 2 Krest Building
Jehangir Street
Chennai 1.**

Dear Sir,

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025

We _____ (Company Name) had participated in the Request for Proposal (RFP) for: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars, Authority Note Books, Business Planners and Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Bank details to which the EMD amount to be returned via NEFT/RTGS are as follows:

Sl. No.	Bidder Name	BG/NEFT/RTGS Ref No.	Drawn on Bank Name	Date of BG/NEFT/RTGS	Amount in Rupees

Bank details to which the EMD amount to be returned via NEFT/RTGS are as follows:

Account Title/Name	
Account Number	
IFSC Code	
Account Type	
Name of the Bank with Branch Address	

Declaration:

1. We here by note that the EMD submitted will be returned as per the terms and conditions of the RFP.
2. We hereby confirm that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us Bank is not liable under any circumstances.

Date:
Place:

Signature with seal
Name:
Designation:

Annexure-16

[DUE DILIGENCE REPORT]

To

**The Chief Manager,
Indian Bank,
CO Stationery,
No 2 Krest Building
Jehangir Street
Chennai 1.**

Dear Sir,

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXX dated xx/xx/2025

DUE DILIGENCE REPORT		
Sl No.	Action Points	Remarks
1.	Business background, brand, reputation, status in the industry, previous work history	
2.	Corporate history	
3.	If not a group company, shall not be owned or controlled by any director, or key managerial personnel or approve of the outsourcing arrangement of the bank or their relatives.	
4.	Qualitative, Quantitative, Capability, Operational, Legal and reputational factors, independent reviews and market feedback, concentration risk	
5.	Quality of the service provided to other clients based on inputs from the service providers previous / existing customers and or independent parties' compliance, complaints, pending litigation etc.,	
6.	Financial stability of the company	
7.	Competency & Similar kind of Experience of the company and its personnel in similar kind of job	

8.	Level of quality assurance and security management standards	
9.	Service providers staff hiring and screening process including background verification	
10.	Business continuity and contingency plan of the vendor	
11.	Security and internal control, audit, reporting and monitoring	
12.	Strength of Parent company support, if any	
13.	Third parties shall provide list along with details of its employees working with Indian Bank	
14.	Is the potential vendor financially solvent? conduct a financial review to know major assets, principal owners, loans etc.,	
15.	Aggregate exposure to the proposed service provider	
16.	Resume of the employees working on the contract or service or engagement	
17.	In case of it related assignment, training records to be reviewed	
18.	Security of IT systems	
19.	Privacy protection of banks confidential information	
20.	Maintenance and retention of records	
21.	Vendor must have a comprehensive written information security program, based on best practices, standards which is designed to protect confidentiality, integrity and availability of assets	

We hereby comply with each point mentioned above without any deviations.

Date:
Place:

Signature with seal
Name:
Designation:

Appendix –A

Instructions to be noted while preparing/submitting Part A – Technical Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD/ Exemption Certificate.**
- 2) Power of Attorney/ Authorization letter signed by the Competent Authority with the seal of the bidder's company/ firm in the name of the person signing the bid documents with supporting documents.**
- 3) Bid Covering letter as per Annexure-1.**
- 4) Compliance to Pre-Qualification Criteria declaration as per Annexure-2 with documentary proof in support of the Pre-Qualification Criteria.**
- 5) Bidder's Profile as per Annexure-3.**
- 6) Bid Security Declaration as per Annexure-4 (if eligible).**
- 7) Make in India Certificate as per Annexure-5.**
- 8) List of major customers as per Annexure-6.**
- 9) Office details as per Annexure-7.**
- 10) Compliance to the Scope of Work Including Technical Specification as per Annexure-8.**
- 11) Non-Disclosure Agreement as per Annexure-9**
- 12) Compliance Statement as per Annexure-10.**
- 13) Undertaking Letter as per Annexure-11.**
- 14) Escalation Matrix as per Annexure-12.**
- 15) Bill of Material as per Annexure-13**
- 16) Details of Location of Delivery as per Annexure-14.**
- 17) EMD return as per Annexure-15.**
- 18) Due Diligence Report as per Annexure-16.**
- 19) Signed Pre Contract Integrity Pact as per Appendix-F in non-judicial Stamp paper.**

Appendix-B

Instructions to be noted while preparing/submitting Part B - Commercial Bid.

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

1. Bill of Material as per Annexure-13.



Appendix-C

Authorization Letter Format

(To be presented by the authorized person at the time of opening of Technical Proposal/
Commercial Bid on the letter head of Bidder and should be signed by an Authorized
Signatory with Name and Seal of the Company)

Ref No:

Date:

**The Chief Manager,
Indian Bank,
CO Stationery,
No 2 Krest Building
Jehangir Street
Chennai 1.**

Dear Sir,

**SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs
Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000
(CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's
Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across
the Country.**

Ref: GEM/2025/XX/XXXXXXX dated xx/xx/2025

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend
the bid opening of the above RFP on _____ behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person at the time of Bid Opening



Appendix-D

Bank Guarantee Format for Earnest Money Deposit

To:

**The Chief Manager,
Indian Bank,
CO Stationery,
No 2 Krest Building
Jehangir Street
Chennai 1.**

WHEREAS _____ (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated _____ (Date) for the execution of (Name of Contract) _____ (hereinafter called "the Tender") in favour of _____ hereinafter called the "Beneficiary";

KNOW ALL MEN by these presents that we, _____ (name of the issuing Bank), a body corporate constituted under the _____ having its Head Office at _____ amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs _____ (Rupees _____ only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender; or
- (b) If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
 - (i) fails or refuses to execute the Agreement, if required; or
 - (ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

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

Notwithstanding anything contained herein

- i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii) This Bank Guarantee is valid up to _____ and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated _____ day of _____ 2025

(SIGNATURE & SEAL OF THE BANK)



Appendix-E

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To:

**The Chief Manager,
Indian Bank,
CO Stationery,
No 2 Krest Building
Jehangir Street
Chennai 1.**

WHEREAS (Name and address of M/s _____ Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply with packing, transportation, transit insurance, local delivery up to Acceptance by the bank, Acceptance testing and also includes documentation, related to(Description of RFP) as per their Contract..... dated _____ with you (hereinafter referred to as “the CONTRACTOR”)

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE GUARANTEE”)

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE,

THEREFORE, WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs _____ (Rupees _____) an amount equivalent to 5% of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs _____ (Rupees _____) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or of any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____ (Rupees _____) as aforesaid or extend the period of the guarantee beyond the said day of _____ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, or registered post to our local address as aforesaid or by email preferably to _____ (email ID of the BG issuing bank) or by SFMS preferably to _____ (IFSC of the BG issuing bank). If sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by



us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein

- i. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)
- ii. This guarantee shall be valid up to _____ and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand at Chennai on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

We have the power to issue Performance Guarantee in your favour by statute and the undersigned has full power to execute Performance Guarantee under the Power of Attorney given to him by the Bank.

Dated this _____ day of _____ 2025.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows

Name of the Bank: Indian Bank

Name of the Branch: Harbour Branch

IFSC Code: IDIB000H003



Appendix-F

Pre Contract Integrity Pact

(This has to be submitted in the non-judicial as applicable)

SUB: Selection of Vendor for Printing and Supply of 1.65 Lakhs Calendars & 1.25 Lakhs Authority Note Books & 2000 (CUSTOMIZED) Business Planners and 2000 (CUSTOMIZED) Table Top Calendars for The Year 2026 to The Indian Bank's Corporate Office, 15 FGMO's and Specialized centres and 92 Zonal Offices across the Country.

Ref: GEM/2025/XX/XXXXXX dated xx/xx/2025

1. GENERAL

1.1 This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month _____ 20____, between, the Indian Bank, Corporate Body and a premier Public Sector Bank incorporated on March 5, 1907 under the Banking Company (Acquisition and Transfer of Undertakings), Act 1970, with its Corporate office at No 254-260, Avvai Shanmugam Salai Royapettah Chennai 14 with branches spread over India and abroad (hereinafter referred to as BUYER which expression shall include its successors and assigns) acting through Shri _____, _____, CO STATIONERY DEPARTMENT at No 2 Krest Building Jehangir Street Chennai 600 001 representing Indian Bank, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART

WHEREAS the BUYER proposes to select a _____ and _____ the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is willing to offer/has offered the stores/services and

1.2 WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Company (Acquisition and Transfer of Undertakings), Act 1970,



1.3 WHEREAS the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation

in the bidding process in respect of Stores/Equipment/items/Services proposed to be procured by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. NOW, THEREFORE, the BUYER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

1.2 Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service/Materials at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

1.3 Enabling BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this integrity Pact and agree as follows:

3 COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

3.1 The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the procurement process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.



3.2 The BUYER will, during the pre-contract stage, treat all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SELLERS/CONTRACTORS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER in comparison to the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS.

3.3 The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4 COMMITMENTS OF BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDERS

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

4.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.

4.2 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is the original Manufacturer/Integrator/Authorized government sponsored export entity of the stores/Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of



such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.3 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.4 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.5 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.6 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.7 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.8 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5 PREVIOUS TRANSGRESSION

- 5.1 The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2 If the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER



can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

6 EARNEST MONEY (SECURITY DEPOSIT)

- 6.1 Every BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2 The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3 In the case of successful BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4 No interest shall be payable by the BUYER to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7 SANCTIONS FOR VIOLATIONS

- 7.1 Any breach of the provisions herein contained by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -
- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) would continue.
 - ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - iv. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of (Name of the Bank/Financial Institution) while in case of a BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the

- LABOR. If any outstanding payment is due to the BIDDER/SELLER /CONTRACTOR from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest. The BUYER shall also be entitled to recover the replacement costs from BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest.
 - vi. To cancel all or any other contracts with the BIDDER /SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
 - vii. To debar the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
 - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER, the same shall not be opened.
 - x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi. The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER.
- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SELLER/CONTRACTOR/SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.



7.3 The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER /CONTRACTOR.

8 FALL CLAUSE

The BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems/services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar product/systems or sub systems/services was supplied by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9 FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER and the BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

10 LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction is Chennai.

11 OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

12 VALIDITY

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SELLER/CONTRACTOR/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact on.....[Insert Date].



BUYER

Name of the Officer

Designation

_____ Indian Bank

Place: _____ *

_____ *

Witness:

1)

2)

BIDDER

Authorized Signatory/PoA Holder

Designation:

Place:

Witness:

1)

2)

****Buyer and Seller to mention their respective place of execution.***



Appendix-G

DRAFT CONTRACT AGREEMENT

CONTRACT AGREEMENT FOR
ORDER DATED AS PER THE PURCHASE

THIS AGREEMENT (the Agreement) executed at Chennai on day of 2025

BETWEEN

Indian Bank, Corporate Body and a premier Public Sector Bank incorporated on March 5, 1907 under the Banking Company (Acquisition and Transfer of Undertakings), Act 1970, with its Corporate office at No 254-260, Avvai Shanmugam Salai Royapettah Chennai 14 in India, represented by the Authorised Signatory of its CO Stationery Department Mr....., (Designation), (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

AND

M/s, a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at represented by the Authorized Signatory, Mr..... (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART**:

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ, (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for (Full description of product/service/solutions) for the sum of Rs..... (Rupees only) exclusive of GST (herein after called "the Contract Price").

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

1. DEFINITION AND INTERPRETATION:

- 1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/RFQ/EOI/ Amendments/ LOI/ Purchase Order referred to.



- 1.2 Reference to a “Business day” shall be construed as reference to a day (other than a Sunday, second or fourth Saturday) on which banks in the State are generally open for business;
- 1.3 any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.4 In this Agreement, unless the context otherwise requires:
- 1.4.1 words of any gender are deemed to include the other gender;
 - 1.4.2 words using the singular or plural number also include the plural or singular number, respectively;
 - 1.4.3 the terms “hereof”, “herein”, “hereby”, “hereto” and any derivative or similar words refer to this entire Agreement;
 - 1.4.4 headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - 1.4.5 reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
 - 1.4.6 any term or expression used, but not defined herein, shall have the same meaning assigned thereto under the RFP;
 - 1.4.7 references to the word “include” or “including” shall be construed without limitation;
- 1.5 The RFP/RFQ/EOI Document/ Bid No/PO No dated as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes
- a) The Bid Form and the Price Schedule submitted by the Bidder.
 - b) The Bill of Material.
 - c) The Technical & Functional Specifications.
 - d) The Terms and Conditions of the Contract.
 - e) The Purchaser's Letter of Intent/Notification of Award.
 - f) Schedule of Dates, Amounts etc.
 - g) Pre-Contract Integrity Pact.
 - h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.

All the above are collectively referred to as "the Transaction Documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of



this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

2. SCOPE OF WORK:

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No
Dated.....

3. TERM OF THE CONTRACT:

The contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released to Vendor/ Service Provider as per the terms and conditions in this contract or till the expiry of the contract whichever is later.

4. PAYMENT TERMS:

The payment terms shall be as specified in the RFP/RFQ/EOI Document/ Bid No/PO No dated

5. PENALTIES/LIQUIDATED DAMAGES:

As Per RFP/RFQ/EOI Document/ Bid No/PO No dated

6. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

The Vendor/Service Provider shall submit Security Deposit/Performance Bank Guarantee as specified in the RFP/RFQ/EOI Document/ Bid No/PO No dated

7. ASSIGNMENT:

7.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, its obligations to perform under the Contract, except with the BANK's prior written consent.

7.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the VENDOR/ SERVICE PROVIDER under this Contract.

8. SUB-CONTRACTING:

8.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of

the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.



- 8.2. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

9. SERVICE LEVELS:

- 9.1. During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Vendor/Service provider.
- 9.2. In relation to any undertaking and under any circumstances, the service provider shall exercise the degree of skill, diligence, prudence, and foresight that would reasonably be expected from a highly skilled and experienced professional engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such personnel shall be considered essential and must be available to work on-site during exigencies including but not limited to emergencies and pandemics. The service provider shall provide the bank with a list of these essential personnel and any associated backup arrangements and ensure their availability as required.
- 9.3. The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfill the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.
- 9.4. The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.

10. ORDER CANCELLATION/TERMINATION OF CONTRACT:

- 10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days' notice.
- 10.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 10.2.1. Delay in delivery beyond the specified period for delivery.
- 10.2.2. Serious discrepancies noted in the items delivered.



- 10.2.3. Breaches in the terms and conditions of the Order.
- 10.2.4. Non submission of acceptance of order within 7 days of order.
- 10.2.5. Excessive delay in execution of order placed by the Bank.
- 10.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
- 10.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
- 10.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
- 10.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 10.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 10 days prior, of its intention to terminate services.
- 10.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 10.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.
- 10.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 10.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 10.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.



10.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

11. EXIT MANAGEMENT PLAN:

11.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.

11.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.

11.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.

11.3.1 A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.

11.3.2 Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Indian Bank.

11.3.3 Plans for training of the Replacement Service Provider/Indian Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Indian Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.

11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider. This transition process shall be managed to ensure minimal disruption to the bank's operations and continuity of services.

11.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.



- 11.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Indian Bank.
- 11.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.
- 11.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Indian Bank and communicated to Vendor/Service Provider.
- 11.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Indian Bank.
- 11.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.
- 11.11. The vendor/service provider shall fully cooperate with relevant authorities in the event of the bank's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.

12. TRAINING AND HANDHOLDING:

- 12.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:
- 12.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.
- 12.1.2. Change Request Logs
- 12.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets
- 12.3. Detailed walk-throughs and demos for the solution
- 12.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.
- 12.5. Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.

During Reverse Transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

13. INTELLECTUAL PROPERTY RIGHTS:



- 13.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.
- 13.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:
- 13.2.1. Procure for BANK the right to continue to use such deliverables.
 - 13.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or
 - 13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.
- 13.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 13.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.



14. INDEMNITY:

14.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:

14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;

14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;

14.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider

14.2. Vendor/Service Provider shall be liable for any loss caused to the bank due to any willful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.

14.3. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.

14.3.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

14.3.2. The limits specified in below clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights

or confidential information, fraud or gross negligence or willful misconduct or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.

14.3.3. All Employees engaged by VENDOR/ SERVICE PROVIDER shall be in sole employment of VENDOR/ SERVICE PROVIDER and the VENDOR/ SERVICE PROVIDER shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for



any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

14.4. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of the project.

15. RIGHT TO AUDIT:

15.1. The VENDOR has to get itself annually audited by internal/ external empaneled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.

15.2. Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

16. BUSINESS CONTINUITY PLAN:

16.1. The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.

16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.



17. CORRUPT AND FRAUDULENT PRACTICES:

- 17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.
- 17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

18. CONFIDENTIALITY AND NON-DISCLOSURE:

- 18.1. The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.
- 18.2. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information.
- 18.3. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 18.4. Provided that the Confidentiality Clause may not be applied to the data or information which;
- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
 - b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
 - c) Is required by law or regulatory compliance to disclose to any third person.
 - d) Is explicitly approved for release by written authorization of the Bank.
- 18.5. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information



- 18.6. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

19. FORCE MAJEURE:

- 19.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.
- 19.2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 19.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 19.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.

20. SOCIAL MEDIA POLICY:

- 20.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.
- 20.2. The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:



- 20.2.1. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- 20.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.
- 20.2.3. Any unauthorized use or disclosure of Bank's confidential information or data.
- 20.2.4. Any usage of information or data for purposes other than for Bank's normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

21. HIRING OF BANK STAFF OR EX-STAFF:

The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank

22. ADHERENCE TO BANKS IS SECURITY/CYBER SECURITY POLICIES:

- 22.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.
- 22.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.

23. PROTECTION OF DATA:

- 23.1. Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider's failure to perform its responsibilities in the RFP/ Gem Bid/ PO/Agreement, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.
- 23.2. Where the terms of the RFP/Gem Bid/PO/Agreement require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank



data. If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at _____ (Chennai). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.

- 23.3. Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement.
- 23.4. Vendor/Service Provider shall ensure compliance with all applicable law in relation to the services under this agreement and any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the agreement.
- 23.5. Vendor/Service Provider shall comply with all Data Protection Laws applicable in relation to the services under this agreement and shall ensure that any data provided by the Party under this Agreement is treated as confidential.
- 23.6. For the Purpose of this clause, "Data Protection Laws" means all directives, statutes, regulations, orders, decrees, decisions, or any other like legal instrument (whether enacted in India or any other relevant jurisdiction) which pertain to the protection of privacy and confidentiality of Personal Data including Digital Data Protection Act, 2023, Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time
- 23.7. The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose



“Applicable Law” means all the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.

24. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 15 days’ notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Chennai, India. Proceedings of the mediation shall be conducted in English language.

25. GOVERNING LAWS AND JURISDICTION OF THE COURT:

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Chennai and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

26. NOTICES:

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

If to BANK:

Registered Office Address: Indian Bank,
CORPORATE OFFICE
STATIONERY DEPARTMENT
NO2 KREST BUILDING
JEHANGIR STREET
CHENNAI-1.

Designated Contact Person: (Designation)
Phone: 044-25278790
Email Id: hostationery@indianbank.bank.in



If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:

Designated Contact Person: Sri. _____ (_____)

Phone: +91-_____

Email: _____

27. AMENDMENTS TO CONTRACT:

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

28. CONFLICT OF INTEREST:

28.1. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

28.2. VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.

28.3. VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

29. ESCALATION MATRIX:

The escalation matrix at the Vendor/Service Provider level, shall be provided as below.

In case of any issue with respect to the execution of the Project, Delivery of Hardware, Services etc., the Bank can escalate the issue as per the escalation matrix.

Escalation matrix shall be strictly followed to resolve any tickets, whenever raised. `

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Email address
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a.	Hemapriya	First Level Contact	No .2 Krest Building Jehangir Street Chennai 1	04425278791	hostationery@indianbank.bank.in
b.	Ganesh Narayan Rajak	Second level contact (If response not received in 24 Hours)	No .2 Krest Building Jehangir Street Chennai 1	04425278790 8318037498	hostationery@indianbank.bank.in

30. GENERAL CONDITIONS TO CONTRACT:

- 30.1.** The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.
- 30.2.** The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information
- 30.3.** No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 30.4.** No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 30.5.** All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 30.6.** If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavor to replace such invalid, unenforceable or illegal



provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.

- 30.7.** None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 30.8.** Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 30.9.** Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.
- 30.10.** The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes adhering to regulations and standards set forth under the Act concerning data protection.
- 30.11.** The Vendor/Service Provider shall be liable for any loss caused to the bank due to any willful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.
- 30.12.** Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:
Name:
Designation:
For & on behalf of:

Signature:
Name:
Designation:
For & on behalf of



(BANK)

(VENDOR/ SERVICE PROVIDER)

In the presence of:

In the presence of:

Signature: 1:
Name:
Designation:

Signature: 1:
Name:
Designation:

Signature: 2:

Signature: 2:

Name:
Designation:

Name:
Designation: