



INDIAN BANK STATIONERY DEPARTMENT,

**NO 2 KREST BUILDING
JEHANGIR STREET
CHENNAI 600 001.**

RFP FOR PROCUREMENT

OF

**13,000 Reams \pm 5% 75 GSM COPIER
PAPER- A4 size through GeM Portal**

SUBMITTED BY:

NAME:

ADDRESS:

DATE:

This document is the property of INDIAN BANK. It may not be copied, distributed, or recorded on any medium, electronic, or otherwise, without the INDIAN BANK'S written permission therefor. The use of the contents of this document, even by the authorised personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited, and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

TABLE OF CONTENT:

Sl. No	Reference		Page No
1.	Section – I	Notice Inviting Tenders (NIT)/Request for Proposal (RFP)	2-6
2.	Section – II	Instructions to Bidders (ITB)	6-14
3.	Section – III	General Terms and Conditions	15-32
4.	Section – IV	Appendix to Instructions to Bidders (AITB)	
	Annexures – I	Specific Terms and Conditions (STC)	33
	Annexures – II	Bid Cover Letter	41-46
	Annexure – III	Eligibility Criteria	47-50
	Annexure – IV	Bidder's Information	51
	Annexure – V	Performance Certificate	52
	Annexure – VI	Turn Over Details	53
	Annexure – VII	Scope of Work	54-55
	Annexure – VIII	Details of Similar Work	56
	Annexure – IX	Non- disclosure Agreement (NDA)	57-65
	Annexure – X	Bid Security Declaration	66
	Annexure – XI	Commercial Bid	67
	Annexure – XII	Certificate for Land Border Sharing	68
	Annexure – XIII	Tender Form	69-70
5.	Checklist		71-72
6.	Do's and Don'ts		73



Section I: Notice Inviting Tender (NIT)/ Request for Proposal (RFP)

Notice Inviting Tender (NIT)/ Request for Proposal (RFP) Bank invites bids from manufacturers/authorised distributors capable of supplying 13,000 reams (in a lot of minimum 100 reams or more per day/per occasion based on the need basis of the Departments up to 13,000 reams) of A4 size copier paper (75 GSM). The purpose of this RFP is to invite technically complete and commercially competitive bids from copier paper manufacturers/authorized representative/distributors. The successful bidder shall be selected; prices shall be finalised through this tender process and an agreement shall be entered into with the successful bidder for supply of copier paper.

Please note that any deviations on part of the bidders from the terms & conditions mentioned in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per tender document.

The Tender Document

Bidders must read the complete ‘Tender Document’ and its appendix/annexures. This RFP is an integral part of the Tender Document and serves a limited purpose of invitation and does not purport to contain all relevant details for submission of bids. ‘Tender Information Summary’ (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

Availability of the Tender Document

The RFP shall be published on the on GeM portal and notification for the same shall be published on the New India Express and Dinamani Daily Editions as well as on the Bank’s websites <https://www.indianbank.bank.in>, [https:// indianbank.bank.in/tenders](https://indianbank.bank.in/tenders) & <https://gem.gov.in>. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in RFP. Unless otherwise stipulated in RFP, the downloaded Tender Document is free of cost. Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through any subsequent amendment/Corrigendum/clarifications meticulously. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to the Help Desk (contact details given in RFP).

Clarifications

A Bidder requiring any clarification regarding the Tender Document may seek clarifications, provided the questions are raised before the clarification end date mentioned in RFP.

To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will subsequently be a part of technical bid submitted by that bidder.



Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria as per Annexure. Bidder should meet the eligibility criteria as of last date of bid submission and should continue to meet these till the award of the contract.

Purchase Preference Policies of the Government

Bank reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.). Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives: Class I Local Supplier/service providers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.

Class II local supplier/service providers (a supplier/service provider or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-II local supplier/service provider but less than that prescribed for Class-I local supplier/service provider) as per (DPIIT - Public Procurement Section) as revised from time to time.

Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the Tender document.

Submission of Bids:

1. e-Tendering through GeM: This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Bidders will have to abide by terms and conditions of GeM portal for participating in the bidding process.
2. No consideration will be given to e-bids received after the date and time stipulated and no extension of time will be permitted for submission of e-Bids unless Bank has given extension by giving notice on Gem portal and Bank's website. Bank reserves the right to accept in part or in full or extend or reject the entire bid.
3. The decision of the bank in regard to this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Chennai only.
4. Bidders may please note:



The Bidder should quote for the entire package on a single responsibility basis for all services it proposes to supply.

Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, the bid is liable for rejection.

The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be uploaded.

5. Prices quoted by the Bidder shall remain fixed for the period during the terms of contracts and shall not be subjected to variation on any account, including custom duty. A Bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.
6. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
7. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid, if required.
8. The Bidder must provide specific and factual replies to the points raised in the RFP.
9. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract and to be uploaded in the portal.
10. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature and to be uploaded in the portal.
11. Any inter-lineation, erasures or overwriting shall not be valid.
12. The Bank reserves the right to reject Bids not conforming to above.

Disclaimers and Rights of Procuring Entity

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Indian Bank or any of their representatives, employees or advisors (collectively referred to as Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.



This RFP Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who qualify to submit the response to this RFP, to assist them in responding to this RFP. Although this RFP has been prepared with due and sufficient care to provide all the required information to the potential Bidders, however, in the event any further/additional information is required by any potential bidders, such bidder(s) on its own cost & endeavour may approach the Bank for clarification which may be considered by the Bank. The Bank reserves the right to provide such additional information at its sole discretion. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost, charges or expense etc. which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Following terms are used in the document interchangeably to mean:

1. Recipient, Respondent, Bidder means the respondent to the RFP document.
2. RFP means the "Request for Proposal" document.
3. Proposal, Bid means "Response to the RFP Document".
4. Tender means RFP response documents prepared by the Bidder and submitted.
5. Vendor means the bidder, successful bidder, and successful vendor.
6. CBS means Core Banking Solution implemented in the Bank.
7. Purchaser here refers to Bank.



Section II: Instructions to Bidders (ITB)

1. Power of Attorney/ Authorization Letter or Resolution Copy

In case of company, a copy of the latest Board Resolution in favour of Authorized Person along with validity of authorization and clearly mentioning whether delegation is allowed or not, is to be submitted with bid documents. In case the authorized person delegates authority to another person of the company to sign the Bid documents, Power of Attorney / Authorization letter (from authorized person executed on stamp paper of appropriate value with bid reference) preferably in original is also to be submitted with bid documents. No further delegation will be permitted to sign bid documents. Bidder shall be required to submit original Power of attorney to the Bank. This is to be submitted for all the Bidder(s) and OEM(s) involved.

2. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid and Bank, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. Bidding Document

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should strictly submit the bid as per RFP failing which bid will be rejected as non-responsive.

4. Language of Bids

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and Bank, shall be written in English only.

5. Authentication of Erasures/ Overwriting Etc.

Any inter-lineation, erasures, or overwriting shall be valid only if the authorized person(s) signing the bid initial(s) them.

6. Amendment of Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason or without assigning any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be published on GeM portal and notification for the same shall be published on the Bank's websites <https://www.indianbank.bank.in>, & <https://gem.gov.in> and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend



the deadline for submission of bids. Bidders are required to go through any subsequent amendment/Corrigendum/clarifications meticulously.

7. Bid Currency

The Prices in the bid document shall be expressed in Indian Rupees (INR) only.

8. Bid Earnest Money

Bidders (Except eligible MSE & Start-ups) are required to submit the Bid Earnest Money (EMD) of Rs. 50,000/- (Fifty Thousand only) should be submitted before last date of bid submission in the form of online deposit. The EMD should be submitted at the time of bid submission. In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Security Deposit and no interest will be payable on EMD amount.

MSE bidder is exempted from Bid Earnest Money (EMD) of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from Earnest Money Deposit of RFP.

MSE (Micro & Small Enterprises) bidder need to submit the “Bid Security Declaration” (Annexure – XIII)

For online deposit submission in the following account:

Beneficiary Name – INDIAN BANK HO STATIONERY DEPARTMENT

Beneficiary Account No – 780223824

Bank Name – INDIAN BANK

Branch Name – Harbour Branch

IFSC – IDIB000H003

(Proof of the transaction to be submitted along with the bid documents)

The Bid Earnest Money/Bid Security Declaration will be forfeited in case of:

Withdrawal of the bid by a bidder after opening of the bid.

Successful bidder not accepting the purchase order/Signing the contract.

Withdrawal/back out from the commitments by the successful bidder.

9. Terms and Conditions of the Bidding Firms

The bidder must accept all the terms and conditions of the RFP floated by the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the RFP shall be disqualified from the selection process at any stage as deemed fit by the Bank.



10. Local Conditions

The bidder shall be acquainted of from the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

11. Purchaser Right to Accept or Reject Any Bid or All Bids

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by any bidder.

12. Opening of Bids

The Date, time and location of bid opening is as per the details published in GeM. Bidders need to check the details on GeM for any change in Date/time of bid opening. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

13. Contacting Bank or Putting Outside Influence

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

14. Cancellation of Bid/ Bidding Process

Bank reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

15. Bid System Offer

This RFP contains the following two parts:

Stage 1:

Technical Bid:

Technical Bid consist of Eligibility Criteria as per Annexure and documents mentioned in Checklist of the RFP in the GeM portal.

Stage 2:

Commercial Bid:

The bidders must quote the price in GeM bid for the total contract period only in the format specified.



The rates are inclusive of all types of incidental charges, packaging, transit, insurance, delivery charges etc., No additional charges will be paid at any cost.

No escalation in rates are permitted on any account during the contract period.

Based on the rates quoted and fulfilling all the criteria's laid down in the Technical and the Commercial, the L1 vendor will be selected as a successful bidder.

16. Preliminary Examination

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Bids that do not meet the basic requirements specified in the bid documents shall be disqualified. Some important points (not exhaustive) on the basis of which a bid will be declared as unresponsive and be ignored during the initial scrutiny are:

The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.

The required EMD has not been submitted or exemption from EMD is claimed without acceptable proof of exemption.

If the bidder's turnover is not equal or above the minimum turnover specified in the eligibility criteria.

The bidder is not eligible to participate in the bid as per laid down eligibility criteria.

The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.

Against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule.

The bid determined as not substantially responsive shall be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the nonconformity. The decision of the Bank in this regard will be final.

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

17. Revelation of Prices

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the Commercial Bid. Failure to do so will make the bid liable to be rejected.



18. Evaluation and Award Criteria

After opening of the technical bids, all the documents and annexures (except commercial documents/offer) will be evaluated first by the Bank.

First Stage: (Technical Evaluation)

Technical bid opening will be done in presence of authorized representatives of the Bank and bidders (if they choose to be present) who have submitted technical bid successfully within the stipulated timelines set by the Bank.

First, Bid Earnest Money/Bid Security Declaration (if required) of all bidders will be verified. If Bid Earnest Money/Bid Security Declaration is not found in order, that bidder will be declared ineligible for further participating in the tender process.

All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/SA/third party.

All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.

After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.

Bank may at its sole discretion give some time to bidders to furnish the gap documents or supporting documents and clarifications sought on the documents submitted during the technical bid as per the GeM timelines.

Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.

Bank will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of Bank will be final in this regard.

The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.

The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.

Rates and amounts of the item shall not appear anywhere in Part – I of Technical Bid.



Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

Commercial Bid shall be submitted as per the Commercial Bid format provided in this RFP. Deviations if any in Bill of Material will be summarily rejected by the Bank.

The participating bidder takes utmost care while submitting the Price bid in GeM portal. Any change in Commercial Bid may be summarily rejected by the Bank.

The bidders will be required to quote for the item required by the Bank including the Dispatch/Handling charges and GST.

Determination of L1 Price:

The L-1 bidder will be determined on the basis of the lowest Total Cost.

Award Criteria:

In case of any situation where Bank is left with only one technically eligible bidder, then Bank reserves the right to negotiate with that bidder and final price shall be arrived.

Intimation to Qualified/Successful Bidders:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Technical Proposal and Commercial Bid. Commercial Bids(indicative) of only technical qualified bidders shall be opened.

19. Procurement Through Local Supplier/service providers (Make in India)

Applicability of Preference to Make in India, Order 2017 (PPP-MII Order). Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) issued vide Central Vigilance Commission Order No. 018/VGL/022-377353 dated April 20, 2018 and basis of allotment will be done in terms of instructions on Public Procurement (Preference to Make in India), Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion Letter No. P45021/2/2017-PP (BEII) dated 4th June 2020, Order, 2017 – Revision; regarding issued vide GOI, Ministry of Commerce and Industry, Department of promotion of Industry and Internal trade letter No. P45021/2/2017-PP (BE-II) dated 16th September 2020, letter No. P-45021/102/2019-BE-II-part (1) (E-50310) dated 04.03.2021, letter No. A-1/2021-FSC-Part (5) dated 16th November 2021. All the guidelines given in Manual of procurement issued on 01.07. 2022.Salient features are given below: -



For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):

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. Verification of local content-

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. (As per Annexure-XI)

“Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier/service provider may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be as per guidelines.

Decisions on complaints relating to implementation of the above shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.

Procurement through Local Supplier/service provider (Preference to Make in India) will be done as per the “Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B. E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018, No. P45021/2/2017-PP (BE-II) dated 04.06.2020 & No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

‘Local Supplier/service provider’ means a supplier/service provider or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50% for Class I and 20% for Class II supplier or as per guidelines changed from time to time.

Verification of local content: The bidder (if local supplier/service provider) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The local supplier/service provider at the time of submission of bid shall be required to provide a certificate as per Annexure-XI giving the percentage of local content.

20. Purchase Preference

Bank reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.). Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:



Class I Local Supplier/service providers under Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.

Class II local supplier/service providers (a supplier/service provider or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for Class-II local supplier/service provider but less than that prescribed for Class-I local supplier/service provider) as per (DPIIT - Public Procurement Section) as revised from time to time.

Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.

Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or Any other category of Bidders, as per any Government Policies, announced from time to time, if so, provided in the Tender document.

21. Use of Contract Documents and Information

The bidder shall not, without the banks prior written consent, make use of any document or information provided by bidder in Bid document or otherwise except for purposes of performing contract.

22. Period of Contract:

The contract period for the supply of 13,000 reams (in a split of minimum 100 reams or more per day/per occasion) is valid for a period of 1 year only and is subject to renewal based on the past and satisfactory performance and service of the vendor and agreeing to the terms and conditions of the Bank and the Market value.



Section III: General Terms & Conditions

1. LIQUIDATED DAMAGES

If Successful bidder fail to deliver any or all of the Service(s) / Systems or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder.

For calculation of LD:

- If the Bidder fails to deliver and perform any or all the Services within the stipulated time schedule as specified in this Agreement, Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.50% of total Project Cost for delay of each week or part thereof maximum up to 7.50% of total Project Cost. Once the maximum deduction (7.50% of Project Cost) is reached, Bank may consider termination of the Agreement. Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently.
- The contract price for calculation of LD is Total Cost.
- The overall LD during implementation will be to a maximum of 7.50 % of the total cost of the project.
- The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- Part of week will be treated as a week for this purpose.
- However, the Bank may, at its discretion, waive the liquidated damages in case the delay cannot be attributed to the Bidder.
- Bank will deduct the amount of liquidated damages from the payment due of the same project from the Successful bidder. Bank may also withhold the amount to be recovered from the payment due from other projects held by the same bidder.
- Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/ Assignment.



2. TERMINATION OF CONTRACT:

A. Termination for Default:

The quality of items/services supplied by the bidder will be reviewed and if the services and quality of goods are not found satisfactory, bank reserves the right to terminate the contract by giving 30 days' notice to the bidder. The decision of the bank regarding quality of items/service shall be final and binding on the bidder.

Further, the bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:

1. Excessive delay in execution of order placed by the Bank.
2. Discrepancies / deviations in the agreed products.
3. Violation of terms & conditions stipulated in this RFP/Purchase order or Breach of the Agreement.
4. If the bidder fails to execute the work or any part thereof in accordance with the contract.
5. If abandonment of the work or any part thereof by the vendor.
6. If the progress made by the vendor is found to be unsatisfactory.
7. Failure to deposit the Security Deposit asked for under the contract.
8. If the vendor fails to deliver any or all of the services at the nominated site within the time-period(s) specified in the contract.
9. In the event of commencement of liquidation or winding-up (whether voluntary or Compulsory) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
10. If the vendor assigns or attempts to assign his interest or any part thereof in the Contract without written, express permission of the Bank.
11. If required, Bank may also take action against the vendor and blacklist them without any correspondence in this regard.
12. The Bank suffers a reputation loss on account of any activity of vendor or its person, sub-contractor and agents.
13. After giving notice to terminate the contract the vendor must continue to extend his services till an alternative vendor is found.
14. In case of termination due to reasons attributable to the service provider/OEM as decided by the Bank, Bank reserves the right to allot the remaining work (as per scope of work) to another service provider/OEM of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses etc. which the bank incurs on this account, shall be recovered by the Bank from service provider/OEM from Security Deposit, pending payment etc. apart from the other recovery action.



B. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days' notice period to the Vendor without bearing any consequences and without assigning any reason for same.

C. Data Purging/Destruction clause

“The vendor should ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital & physical), if necessary. To ensure the seamless transition, the vendor should cooperate fully with the Bank/the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.”

3. SUBCONTRACTING:

Subcontracting, consortium and joint assignments are not allowed under this RFP, Bank will only deal with the bidding Bidder, who will be responsible for delivery of all services. The bidder will be fully responsible to the Bank for execution of the contract in its entirety and compliance of SLA, the delivery of all the services as per, end-to-end delivery of services and will be a single point of contact throughout the contract period.

4. FORCE MAJEURE:

The bidder or the Bank shall not be responsible for delays or non- performance of any or all contractual obligations due to any Force Majeure causes which is beyond the control of the bidder or Bank, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:

1. Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics;
2. Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes;
3. Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment;
4. Transportation delay due to force majeure or accidents;
5. Strikes, lockouts and sabotages;
6. Riots and civil commissions;
7. Lockdown imposed by Govt., Pandemic declared by Govt. and Quarantine restriction imposed by the govt. etc.
8. Provided that the bidder shall notify the Bank in writing of such causes within ten days from the occurrence of such a cause.



9. Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event. It is further made clear that the act of force majeure will not cover instances of commercial hardship.
10. Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.
11. Further, Bank also reserves the right to assign the work to other successful bidders or/and service providers without any consequences and claims.

5. CANCELLATION OF PURCHASE ORDER:

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice. for following reasons –

- Non-submission of acceptance of order within 7 days of placement of order.
- Non submission of Security Deposit within stipulated time as specified in the RFP.
- Non signing of contract within the time specified by bank.
- Note: Besides the above-mentioned situations, bank reserves the right to terminate the contract as mentioned under termination clause.

6. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER:

The shortlisted bidder shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank within 30 calendar days of empanelment letter given by the Bank.

7. PRINCIPAL TO PRINCIPAL RELATIONSHIP:

1. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Indian Bank and the Bidder. The relationship is on principal-to-principal basis.
2. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
3. Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.
4. All employees, personnel, representatives, agents etc., engaged by the Bidder for performing its obligations under the Contract/PO shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, Bank shall be liable for any payment or claim or compensation (including but not limited to any compensation on account of any



injury/death/termination) of any nature to the employees/personnel/representatives/agent etc. of the bidder.

5. The Bidder shall disclose to Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
6. The Bidder shall not make or permit to made a public announcement or media release about any aspect of the Contract unless Bank first gives the Bidder its prior written consent.
7. Bidder would comply with the statutory obligations and Labour Regulations/ Rules in this regard so far as applicable The Bidder shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour. (Regulation and Abolition) Act, 1970, Social Security Act, 2020 etc. or any other applicable future laws. No dues/contributions under any labour legislations, as applicable, remain payable with respect to his personnel/employees. The Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

8. ENTIRE AGREEMENT

This RFP contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect.

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 party and such an act shall not affect the rights and obligations of the successful bidder and such amalgamated/merged entity.

9. PATENT RIGHTS

The successful bidder shall indemnify and keep harmless the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

1. The bidder shall, at their own expense, defend and indemnify and keep the Bank harmless against all third-party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
2. The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party



resulting from such infringement, the bidder shall be fully responsible to compensate the bank against such financial loss including all expenses and court and legal fees.

3. The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
4. The successful bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of software used by successful bidder in performing its obligations under this Project.

10. CONFIDENTIALITY

1. Except as required by law, the parties shall ensure that all the confidential information-business or otherwise as disclosed by one party to other/s during negotiation/ implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except in so far as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.
2. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.



3. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.
4. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.
5. The Bidder agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relief against any such person.
6. That if the bidder hires another person to assist it in the performance of its obligations under the terms of this SLA/ Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.
7. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorised by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.
8. An Information shall not be considered confidential to the extent and only to the extent, such information is:



- already known to the receiving party free of any restriction at the time it is obtained from the other party;
 - subsequently learned from an independent third party free of any restriction and without breach of this Agreement;
 - is or becomes publicly available through no wrongful act of the other party;
 - is independently developed by one party without reference to any Confidential information of the other;
 - is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.
9. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of any information shall be maintained and survive even after the Agreement expires or terminated.
10. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the Bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify Indian Bank against any loss suffered by Indian Bank due to breach of confidential terms as mentioned hereinabove.

11. INSPECTION AND AUDIT

It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empanelled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the service provider shall submit such certification by such Auditors to the Bank. The service provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them without any delay or/and protest. All costs for such audit shall be borne by the Bidder.

Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same within the timeline specified by the Bank and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.

Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and



security reviews) and findings made on the Service Provider in conjunction with the services provided to the Bank.

The Bank has the right without notice to inspect immediately as per circumstances as decided by bank, and test the infrastructure, software and procedures being followed for this engagement by Service Provider at any time.

12. SURVIVAL

The Parties have expressly agreed that any liabilities or obligations set forth in this Agreement by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

1. The bidder claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.
2. Bank Data. Bank owns the original data or information, in any form, that is provided to Bidder by or on behalf of Bank (including Bank's personal data) ("Bank Data"). Except for the rights expressly granted in the Agreement, all rights, title and interest in and to any and all proprietary rights in Bank Data will remain with and be the exclusive property of Bank. Bank provides Bidder an appropriate license to use/ process the Bank Data only for the purpose of the Agreement and solely as required to provide the Services and Deliverables. Bank will obtain all rights necessary and permissions relevant or necessary for such purposes, and to the extent required, notify any individuals or entity who own or have an interest in Bank Data, to ensure that Bidder can access and use Bank Data for the purposes of the Agreement.
3. Third Party Materials. - Third-Party Material(s)" means any third party content, including networks, equipment, data, managed services, hosted platforms, hardware, software, free software or freeware, and open source software and other technology or services developed, owned, provided or licensed by a third party, other than Bank and/or Bidder.
4. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
5. Bidder agrees, to the extent permitted by the applicable third party, to assign or transfer the license related to Third-Party Material incorporated into Deliverables.



14. NON-EXCLUSIVITY

Notwithstanding anything contained in the present RFP/Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of this Agreement.

15. INDEMNIFICATION

SUCCESSFUL BIDDER assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the SUCCESSFUL BIDDER's obligations under the RFP/SLA or otherwise for which the SUCCESSFUL BIDDER has assumed responsibilities including those imposed under any SLA, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the SUCCESSFUL BIDDER in connection with the performance/discharge of its obligations under the SLA. The SUCCESSFUL BIDDER shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the terms of the SLA and to protect the Bank during the tenure of the SLA.

- Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the SUCCESSFUL BIDDER shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the SUCCESSFUL BIDDER under the SLA or uses thereof, the SUCCESSFUL BIDDER agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the SUCCESSFUL BIDDER's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
- Successful Bidder further agrees that it shall, at its own expense, cost, damages etc., defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Successful Bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Successful Bidder in writing of the Claim immediately on becoming aware of it.
- No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.



- If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Successful Bidder at its option and expense shall:
 - obtain for the Bank the right to continue to use the Licensed Material;
 - replace or modify the Licensed Material so that it becomes non-infringing;
 - if none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis,

The terms of this clause shall survive the termination of the SLA.

16. TAXES

The rates quoted in Performa for Commercial offer should be inclusive of all taxes. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the services.

It will be the responsibility of the Vendor to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to affect such deductions from the payment due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied on income and profits made by Vendor in respect of this contract.

17. GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed mutually by the parties and the award made in pursuance thereof shall be binding on the Parties. If the Bank and vendor fails to appoint sole arbitrator mutually, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act-1996. Any matter relating to or incidental to arbitration will be subject to the exclusive jurisdiction of courts at Chennai.

The bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder/vendor which may also be adjusted by the Bank from the Security Deposit, being treated as default so that the business of the Bank is not disrupted.



The venue of the arbitration shall be Chennai, and the language of the arbitration will be English.

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Chennai. Each party to bear their own costs unless directed otherwise.

18. LIMITATION OF LIABILITY

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value.

However, In the following circumstances, limitation of liability shall not apply, and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:

1. Breach of the confidentiality provisions
2. Liability to indemnify the bank.
3. Employment liabilities for bidder's staff relating to the period of their employment within contractual period while working with purchaser Bank and;
4. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
5. Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.
6. Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;

This limit shall not apply to third party claims.

- a) IP Infringement indemnity
 - b) Bodily injury (including Death) and damage to real property caused by successful bidder/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the successful bidder that gave rise to claim, under this tender.
7. Liability for an infringement of a third party's IPR by the bidder;

19. INFORMATION SECURITY

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements during the contract period. The supplied item/solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder within the timelines stipulated by the regulatory agencies. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/external. The successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines.

Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the bidder will be recovered from the bidder.



20. DATA PROTECTION

Successful bidder will ensure compliance to Data Security, Data Secrecy, Data privacy related issues and comply with, Information Technology Act, 2000, The Digital Personal Data Protection Act- 2023 and other applicable laws in force from time to time pertaining to digital and personal data protection and will comply with all privacy and data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Web portal will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by bidder. Any breach of this Condition by the bidder shall be deemed to be a material breach of the Contract and the Bidder shall indemnify BANK from the against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BANK which arise as a result of such breach.

21. Use of Name/Logo of the Bank:

Bidder shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Indian Bank or any of its affiliate or the name of any Bank's employee or agent, without Bank's prior written express consent. The Bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of RFP and shall entitle the Bank to take appropriate legal actions as available to it in law and the RFP.

22. BUSINESS CONTINUITY PLAN:

The Successful Bidder shall ensure to have effective business continuity and disaster recovery plan. The Successful Bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable law.

23. ENTIRE AGREEMENT

The terms of RFP would be read as part and parcel of the present agreement. However, in case of any inconsistencies, the terms & conditions mentioned in present agreement shall prevail. This Agreement, and the documents referred to in it, contain the whole agreement and understanding between the Parties with regard to the matters dealt with in this Agreement and supersedes any prior agreement, understanding, arrangement or promises, whether written or oral, relating to the subject matter of this Agreement. The Parties expressly acknowledge that, in relation to the subject matter of this Agreement, each of them assumes no obligations of any kind whatsoever other than as expressly set forth in this Agreement.

24. SEVERABILITY

In the event that any of the provisions contained in this RFP/Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity,



legality, or enforceability of the remaining provisions contained in RFP/Agreement will not be in any way affected or impaired by such a finding.

25. NO WAIVER

No waiver of this RFP/Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by the party. No waiver by the party of any default under this Agreement is a waiver of any other or subsequent default. The failure of the party to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that the party may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this RFP/Agreement.

26. NON-SOLICITATION

The Bidder, during the term of the contract, shall not, without the express written consent of the Bank, directly or indirectly:

- Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity by the Bank in rendering services in relation to the contract; or
- Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this agreement except with the written consent of the other party.

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of bidder, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of bidder.

27. NON-DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and bidder and its implementation thereof, VENDOR may have access to the Confidential Information and data of the Bank and its customers. VENDOR will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:

- Bidder will treat the Confidential Information as confidential and shall not disclose to any third party. Bidder will also agree that its employees, agents, sub-contractors shall maintain Confidentiality of the Confidential Information.
- Bidder will agree that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank without consent of the Bank. That the bidder will also agree to protect the Confidential Information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential



Information of similar importance. Without limitation of the foregoing, bidder shall use reasonable efforts to advise the Bank immediately in the event that VENDOR learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Contract to be entered into between the Bank and VENDOR and will reasonably cooperate in seeking injunctive relief against any such person.

- That if Bidder hires another person to assist it in the performance of its obligations under the Contract or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as VENDOR is bound to maintain the confidentiality. This Clause will remain valid even after the termination or expiry of this agreement.
- Bidder will strictly maintain the secrecy of Bank's data at all time
- The Bidder shall use the confidential information only for the purpose for which it was provided and shall not make profit from the same in an unauthorized manner.
- Bidder shall indemnify Bank against any loss suffered by Indian Bank due to disclosure of confidential information by engineers/employees of VENDOR.

28. REPRESENTATIONS AND WARRANTIES

1. The Bidder hereby represents and warrants that:
 - a) It is a Bidder registered under the companies Act, 1956 & 2013/ Partnership incorporated under Partnership Act 1932/ LLP Act, 2008, with its headquarters at and is valid as per the existing laws of the place of its incorporation.
 - b) It has taken all required measures to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of the same upon request. An authenticated list of the officers of the Bidder who are authorized to sign and / or execute this agreement and / or other related documents and writings shall be provided to the Bank
 - c) The execution, delivery and performance of this contract by the bidder in accordance with its terms shall not violate or conflict with its articles or memorandum of association or any other organizational documents.
 - d) The Bidder shall ensure that under this Contract:
 - It would not devolve upon the creation or imposition of any lien, charges or encumbrance upon the capital stock, properties or assets of it;
 - That there are no judicial or administrative actions, proceedings or investigations pending to the best of its knowledge, which would have a material adverse effect on its capacity to perform its obligations under this agreement or any of the other documents referred to in this agreement to which it is a party.
2. The Bidder hereby represents and warrants to the Bank that it shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.
3. The Employees of the Bidder shall continue to be the Employees of the VENDOR and work under its discretion and shall not have any of employment from the Bank by the virtue of providing the Services, irrespective of the location of their work.



4. At no point of time during the term of the Agreement, employees of VENDOR will be treated as employees of Bank. The payment of salary, benefits and all related taxes for the employees of the VENDOR will be the sole responsibility of the VENDOR.
5. The Bidder agrees, represents and warrants that no officer of the Bank, director employee or immediate family member thereof has received or will receive anything of value of any kind from the Bidder VENDOR or its officers, directors, employees or agents in connection with this agreement; and that none of them has a business relationship of any kind with the VENDOR, it's Personnel or any of its other officers.
6. The express warranties granted above are in lieu of all other warranties, whether express or implied.

29. INSURANCE

The Bank will not be liable for any damage/loss to assets, resources and manpower deployed by the Service Provider for executing the operations. Service Provider shall procure all Insurance policies to include requisite insurance coverage as applicable including but not limited to Comprehensive general liability insurance and /or third party accident insurance to safeguard any eventuality while the employees of the Service Provider are on duty.

30. CONFLICT OF INTEREST

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Bank's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process including but not limited to, if:

1. they have controlling partner (s) in common; or
2. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
3. they have the same legal representative/agent for purposes of this bid; or
4. they have relationship with each other, directly or through common third parties, which puts them in a position to have access to information about or influence on the bid of another Bidder; or
5. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
6. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

31. NOTICE & OTHER COMMUNICATION

The notices shall be sent, in writing and signed by the competent authority, either personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other Party at the addresses, email and fax number given in the contract.

Notices shall be deemed to be served upon the parties only on receipt, except when it is sent through the registered post and same shall be deemed to be delivered within five (05) working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the



communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address)

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided herein.

32. AMENDMENT

This RFP/ shall not be altered or modified except by a written Agreement or addendum signed by authorized representatives of all the Parties.

33. CORRUPT AND FRAUDULENT PRACTICES

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:

- “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.

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.

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.

34. PROFESSIONALISM

The Bidder /Service Provider should provide professional, objective and impartial advice at all times and hold the Bank’s interest’s paramount and should observe the highest standard of ethics while executing the assignment.

35. ADHERENCE TO CYBER SECURITY POLICY

1. Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with vendor. Vendors should ensure Data Security and protection of facilities/application managed by them.
2. The Bidder should be aware about Bank’s IT/IS/Cyber security policy and have to maintain the secrecy & confidentiality of the bank’s data including process performed at the Bank premises.



3. Bidder shall agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign “Non-Disclosure Agreement” document provided by Bank.
4. The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for subcontracting; including the controls that need to be implemented shall be included in the supplier agreement also.
5. All information /resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.
6. Credentials of vendor/third party personnel accessing and managing the bank’s critical assets shall be maintained and shall be in accordance with Bank’s policy.
7. The Bank will evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and vendor shall ensure to support baseline system security configuration standards. The Bank will also conduct effective due diligence, oversight and management of third-party vendor’s/service providers & partners.
8. Bidder criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsourcing and partner arrangements shall be ensured.



Section IV: Appendix to Instructions to Bidders (AITB)

ANNEXURE I

Specific Terms and Conditions

1. INTRODUCTION

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 5th 1907 and commenced its business on August 15, 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.

The Bank is having pan India presence of 6002 branches across the states. The Bank also has offices abroad in Colombo and Singapore.

For further details, Bidder may visit Bank's website www.indianbank.bank.in .

2. PURPOSE OF THE PROJECT

Bank is in the process of Procurement of A4 size copier paper (75 GSM). The purpose of this RFP is to invite technically complete and commercially competitive proposals from copier paper manufacturers/authorized representative/distributors for "Procurement of A4 size copier paper (75 GSM)".

The successful bidders shall be selected; prices shall be finalized through this tender process and an agreement shall be entered into with the successful bidder for supply of copier paper.

Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per tender document. Only one Bidder shall be shortlisted.

3. BROAD SCOPE OF WORK

For complete detail of scope of work, kindly refer the annexure- VII (Scope of Work).

4. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) with Bank, within 30 calendar days from the date of LOI given by Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in the contract. If the contract is not signed within the given period (30 calendar days), Bid Earnest Money/Bid Security Declaration will be invoked after a grace period of 15 calendar days.



5. PERFORMANCE SECURITY DEPOSIT

1. The successful bidder(s) shall have to submit Security Deposit in form of NEFT/RTGS to Bank within one month of LOI/ Empanelment letter/ Purchase order amounting 5% of total cost of project for 12 months (1 year with 3 Months claim period).

Bidder can deposit the amount in the following account:

Beneficiary Name – INDIAN BANK HO STATIONERY DEPARTMENT

- a. **Beneficiary Account No – 780223824**
 - b. **Bank Name – INDIAN BANK**
 - c. **Branch Name – Harbour Branch**
 - d. **IFSC – IDIB000H003**
 - e. (Proof of the transaction to be submitted along with the bid documents)
2. No interest on security deposit will be paid by Bank.
 3. In case successful bidder submits any false information or declaration letter during the tender process or period of rate contract, Bank will invoke the agreement and will take action as per Bid Earnest Money/Bid Security Declaration submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank will invoke the Security Deposit to recover penalty / damages.
 4. If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
 5. Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in RFP.
 6. The bidder shall be liable to pay penalty at the rate mentioned in clause of Penalty (in this tender document) in respect of any delay beyond the permitted period in providing the Services.
 7. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider (The onus to prove the same lies with Service Provider). On reaching the maximum of penalties specified, Bank reserves the right to terminate the contract.
 8. As per RFP any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.



9. Provided further that in case of delay or non-performances of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Vendor. Further, Bank also reserves the right to assign the work to other Vendor without any consequences and claims.

6. ACCEPTANCE OF ORDER (ORDER PLACEMENT):

Orders will be placed by the respective Stationery Department. The successful bidder shall have to accept and acknowledge orders within 3 days from the date of order placement. Bank has a right to cancel the order and invoke the Bid Security Declaration/forfeit the EMD of bidder, if the same is not accepted within a period of 3 days from the date of order, otherwise it will be considered as accepted.

7. NOT ACCEPTANCE/ NON EXECUTION OF ORDER:

In case the bidder shortlisted through this RFP process (hereinafter called “successful bidder” or “Vendor”) refuses to accept / execute the order, Bank is having all the rights to recover the penalty amount and / or Liquidated damage from the security deposit as well as any amount payable, expenses, costs, charges etc. from such successful bidder who refused to accept/execute the order. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further 2 years from the date of blacklisting/debarment.

8. CANCELLATION OF PURCHASE ORDER

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

1. Non submission of acceptance of order within 3 days of placement of Purchase Order.
2. Non submission of Security Deposit within stipulated time as specified in the RFP.
3. Non signing of contract within the time specified by Bank.
4. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

9. DELIVERY

Delivery of the quantity will be in 100 reams for a day/ for per occasion. The Actual total number of reams to be supplied to the Departments is accounted for only 13,000 reams +/- 5% as per the contract agreement.

The Delivery of the reams based on the orders placed as per requirement should be made within 2 days from the date of issuing the order for delivery.



No loading /unloading charges are payable by the bank. Delivery of copier paper will be made at premises of CO and HO Departments at Royapettah and Rajaji Salai and specialized centres such as Forex and Service Branch located at T Nagar and Egmore.

Paper supplied must conform to our technical specifications/ criteria as mentioned in this bid documents.

10. PAYMENT TERMS

Bank generally makes payment of bills **within 15 days** from the date of receipt of **proper invoice/e-way bill** with all related documents. Payment will be made through **RTGS/NEFT** only.

The E –Invoices generated on account of supply to the designated areas based on the orders placed for the day/ occasions as specified should be supported along with the DC copies and should be placed for payment to the Stationery Department after due completion of delivery of all the items.

Amount is payable only after delivery of goods/products (as per satisfactory quality) as per this document & after deduction of applicable penalties, if any.

The bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government Levies or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during the contract period.

The Bank shall deduct appropriate Tax as applicable at source from the payment against the services and corresponding TDS certificate will be issued at the end of the respective quarter. At all times bank would be paying only for the services/ application modules utilized by the bank or deployed in production. At no point, Bank would pay for the goods/product that is not delivered for the Bank's use.

The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful delivery and acceptance of goods/deliverables/ activities set out in the and therefore any delay in delivery of goods/products shall automatically result in delay of such corresponding payment.

11. PENALTY:

The paper test will be done by Bank from Govt. Testing Labs regarding the paper quality and penalty will be imposed if found to be of a lesser in quality at any point during the contract period.

In case, paper supplied by the supplier/suppliers does not conform to technical specifications of paper prescribed by the bank, penalty shall be imposed for each negative/ adverse deviation beyond the allowable variation, as mentioned here under:

Parameter	Adverse Variation Beyond Allowed Limit	Penalty
GSM	Any adverse variation beyond allowable limit of (-) 2.5 % is not acceptable	Rejection of material.
Any other parameter (s)	Up to (-) 1.5%	2% of value of the quantity of that particular dispatched lot for each parameter
	More than (-) 1.5% but up to (-) 3%	3% of value of the quantity of that particular dispatched lot for each parameter.
	More than (-) 3%	5% of value of the quantity of that particular dispatched lot for each parameter + rejection of material and/or debar from participating in

In case the supplied material found made from recycled material, the entire supply will be rejected. The bidder shall be allowed one chance to resupply the paper and if it is also found made from recycled material, the contract will be terminated, and action will be taken as per the agreement.

The penalty would be deducted for each parameter separately. The decision of the bank regarding quality of services shall be final and binding on the bidder.

In case, it is found at a later stage that the supplies have defects such as torn sheet, uneven surface, moisturized paper, uneven size/cutting or fluff, dust particles, paper particles produced during cutting of sheets etc., the supplier shall have to replace the material/ paper at their own cost with a minimum penalty amount of 1% up to a maximum 5% on the cost of defective paper, whichever is higher, as decided by the bank, by way of reimbursement or deduction from supplier's security/bills etc.

The penalty will be levied by the Officer – in - Charge – Corporate Office, Stationery Department with respect to the delivery in delivery at the rate of 1% subject to a maximum of 5% and relating to quality issues at the rate of 1% to a maximum of 5%.

12.DELAYS IN THE SUPPLIER/SERVICE PROVIDER'S PERFORMANCE:

Performance of the Services shall be made by the supplier/service provider in accordance with the time schedule specified by Bank. Any delay in performing the obligation by the supplier/service provider will result in imposition of penalty/liquidated damages and/or termination of rate contract for default.



13. NO RIGHT TO SET OFF:

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this tender to the Bidder for any payments receivable under and in accordance with that business.

14. PUBLICITY:

Any publicity/ public announcement relating to the Agreement, work to be carried out in Bank towards this project, Services or Deliverables is strictly prohibited. Neither Deliverables nor reference to either Party may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission has been taken from Bank.

15.COMPLIANCE WITH LAWS:

Compliance of Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance Department of Expenditure, Govt. Of India:

“That the Successful bidder undertakes and agrees that there is no deviation from the guidelines issued by Ministry of Finance, more particularly, Order No. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, Ministry of finance, Govt. Of India. If the Bank comes to know of any infraction thereof, it shall in its sole discretion terminate the Agreement.”

This RFP and process incidental thereto shall remain subject to the guideline/order issued by Ministry of finance Department of Expenditure, Govt. Of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020. The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order, is hereby disclosed as under:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in the aforesaid Order.
2. “Bidder from a country which shares a land border with India” for the purpose of aforesaid Order 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
3. The beneficial owner for the purpose of (iii) above and aforesaid order will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or



more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

- a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements;
 - ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (1), or (2), or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
4. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
 5. The successful bidder shall not be allowed to 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.

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export, Anti Bribery and Competition Laws.

The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC, / RBI guidelines, / government directions, statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.



The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labour (Abolition and Regulation Act) and

other labour laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of the agreement.

If at any time during the term of the Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate the Agreement by giving not less than one-month notice in writing.



ANNEXURE – II

Bid Cover Letter (TECHNICAL BID)

To be submitted by bidder along with bid documents (on letterhead of the Company)

Date:

To:
The Indian Bank
Corporate Office
Stationery Department
Chennai.

Sir,

Ref: Procurement of 75 GSM COPIER PAPER- A4 size through GeM Portal

We have examined the above tender document, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this tender document. We shall abide by the terms and conditions spelt out in the tender document. We shall participate and submit the Bids through GeM portal on the date advised to us.

- I. While submitting this Bid, we certify that:
- i. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - ii. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this tender document.
 - iii. Prices submitted by us have been arrived at without agreement with any other Bidder of this tender document for the purpose of restricting competition.
 - iv. The Prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this tender document.
 - v. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - vi. We have quoted for all the products/items mentioned in this tender document in our price Bid.
 - vii. The rate quoted in the price Bids are as per the tender document and subsequent pre-
 - viii. Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
 - ix. viii We are not subsidiary or associate or holding company or among the companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners who have participated in the bid process.



- x. ix We are not owned or controlled by any director or office/employee of the Bank or their relatives having the same meaning as assigned under Section 6 of the Companies Act, 1956/2013.
- xi. x We are not a Group of entities forming a joint entity/ JVs / Consortiums for purpose of this RFP.
- xii. We have participated in the captioned tender document hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

We certify that: (strike out whichever is not applicable)
We and our OEM(s) are not from such a country.

OR

We and/or our OEM(s) are from such a country and has been registered with the Competent Authority and we and our OEM will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority (Relevant documents to be enclosed).

We have read also read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement and we certify that: (strike out whichever is not applicable).

We and our OEM(s) does not have any TOT arrangement requiring registration with the competent authority

OR

We and/or our OEM(s) have TOT arrangement and have valid registration to participate in this procurement. (Relevant documents to be enclosed)

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered for this procurement.

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

We have enclosed the relevant approvals from the Competent Authority in this regard.

II. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".



III. We undertake that we 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 Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

IV. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.

V. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the tender document. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the tender document without prejudice to any other rights available to the Bank.

VI. We certify that while submitting our Bid document, we have not made any changes in the contents of the tender document, read with its amendments/clarifications provided by the Bank.

VII. We also undertake to submit the Non-Disclosure Agreement as per the Annexure of this tender document if we are selected as the successful vendor, whenever sought by the Bank.

VIII. We agree to abide by all the tender document's terms and conditions, contents of NDA as per Annexure available in this tender document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the tender document, which shall remain binding upon us.

IX. Till execution of a formal contract, the tender document, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.

X. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

XI. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

XII. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this tender or we are not under any 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. We also certify that we have not been disqualified/debarred/terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/Public Sector Undertaking/State or Central Government or their



Agencies/Departments at any time, during the last 3 years from the date of publishing of this tender document.

XIII. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.

XIV. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we fulfil all the requirements in this regard and is eligible to participate in this tender.

XV. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

XVI. There are no pending legal cases against the bidder involving cheating/ fraudulent activities in the last 3 years from the last date of bid submission.

XVII. Bidder should not have been disqualified on account of indulging in unethical business practices in the last 3 years from the last date of bid submission.

XVIII. The bidder should not have their Directors/partners convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter a Procurement Contract within a period of three years from last date of bid submission. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor and invoke Bank Guarantee at its discretion.

RFP, Clarifications & subsequent Corrigendum/ s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this tender document (Any deviation may result in disqualification of our bid).
--	---

XIX. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the tender document including all annexure, addendum and corrigendum.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions (General & Specific Both)	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this tender document. (Any deviation may result in disqualification of our bid).	
Scope of work and Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	

XX. We also undertake that any modification of the content of any of the Annexure(s) may result in the disqualification of our Bid.

XXI. This is to certify that M/s _____, a company incorporated under the company's act, 1956/2013/ Partnership incorporated under Partnership Act 1932 /LLP Act, 2008 with its headquarter at, _____ is not involved in any litigation which impacts solvency of the company.

XXII. This is to certify that proposed _____ Product provided by

M/s _____ as per scope of work mentioned in the RFP document is having the local content of _____ % as defined in the above-mentioned RFP and amended thereto. Details of the location(s) at which the local value addition is made are as under:

Component	Location(s) of value addition	% of Local Content

Therefore, we certify that we qualify for the following category of the supplier/service provider (tick the appropriate category):

- Class-I Local Supplier/service provider/
- Class-II Local Supplier/service provider/
- Non-Local Supplier/service provider.



This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide order No. P-45021/2/2017-PP (BE-II) dated 4th June 2020 & Revision vide order No. P-45021/2/2017-PP (BE-II) issued by Department of Promotion of Industry and Internal Trade dated 16th September 2020.

XXIII. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the tender document.

XXIV.I / We have submitted the pre-qualification document strictly on the format prescribed by the Bank and there is no change in formatting, number of pages etc.

XXV. I / We have checked that no page is missing and all pages as per the index and checklist are available & that all pages of pre-qualification document submitted by us are clear & legible.

XXVI. I / We have signed and stamped all the annexures / required documents before submitting the same.

XXVII. I / We have read carefully & understood the instructions contained in this document.

XXVIII.I / We hereby understand and confirm that all Tender documents and supporting Pre-qualification documents / annexures etc. required to be submitted by us, are strictly in the prescribed format. In case the bid / documents submitted by us along with this tender, are found to be in any other formats and not complying this condition, we hereby authorise the Bank to summarily reject our tender for which we shall not make any protest.

XXIX. I / We have not made any modification / corrections / additions / deletions etc in the pre-qualification documents downloaded from GeM Portal by me / us. In case at any stage later, it is found there is difference in our downloaded pre-qualification documents from the original documents provided by the Bank, the Bank shall have the absolute right to disqualify / reject our Tender and debar me / us in participating in any future tenders of Bank without any prior intimation to me / us.

XXX. I / We hereby undertake and confirm that all the information furnished in this tender is correct and true to the best of our knowledge and belief and we own full responsibility for its correctness and authenticity.

Dated this day of 2026

(Signature).....

(Name)

(In the capacity of) Duly authorised to sign Bid for and on behalf of

Seal of the Company



ANNEXURE – III

ELIGIBILITY CRITERIA

Sr. no.	Eligibility Criteria	Documents to be Submitted
1.	<p>The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership incorporated under Partnership Act 1932/ LLP Act, 2008 in INDIA, operating since last 5 years as on the date of Bid Submission date of RFP/Proprietorship firm duly registered under the applicable shops and commercial Establishments Act and should be compliant to all the applicable laws. The bidders shall be any paper manufacturer/their authorized agents/distributors having offices in Chennai city only (Documentary proof to be enclosed) are eligible to place their bid for supply of A4 size papers.</p>	<p>For Companies: Copy of Certificate of Incorporation & Commencement of Business along with MOA / AOA highlighting the line of business should be submitted.</p> <p>or</p> <p>Copy of the Partnership deed/Bye Laws/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office</p> <p>or</p> <p>Documentary proof for confirming registration of Proprietorship firm (e.g. Copy of Certificate of registration under shops and commercial Establishments Act., GST etc.,</p>
2.	<p>Bidder should have an average annual turnover of ₹20 lakhs (₹18 lakhs for MSE and Start-ups) or more for last three financial years i.e., FY 2022-23, FY 2023-24 & FY 2024-25 as per audited financial statements.</p> <p>This must be individual firm/ company turnover and not of any group of firms/ companies.</p> <p>The net worth of the Bidder should not be negative on 31.03.2025 and should have not eroded by more than 30% in the last three financial years, as on 31.03.2025.</p>	<ul style="list-style-type: none"> • Certified copy of audited Balance Sheets and profit & loss account along with certificate from the Chartered Accountant/Cost Accountant in India. The Bidder should submit following certificates issued by their chartered accountant: • Stating the amount of turnover for last three consecutive financial years i.e. FY 2022-23, FY 2023-24 & FY 2024-25. • Stating that the tangible net worth for last three financial years i.e. FY 2022-23, FY 2023-24 & FY 2024-25 • A certificate from Chartered accountant is required regarding turnover as stated in bid document. All documents provided by chartered account should have UDIN.



<p>3.</p>	<p>The bidder (manufacturer or authorised distributor) should have supplied similar job (with same or higher specifications as mentioned in scope of work) to Public Sector Banks/ Public Sector Undertakings/ Large Organizations regularly for at least last 3 years i.e., for FY 2022-23, 2023-24 and FY 2024-25 and should have been empanelled with at least 2 PSU/Public Sector Banks/ Govt. Sectors in the last 3 years.</p>	<p>Performance certificate from client side to be provided as per Annexure.</p> <p>OR</p> <p>Purchase/Work Order/ Agreement along with email from the client containing all the required information.</p> <p>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.</p> <p>OR</p> <p>Copy of Purchase/ Work Order/Agreement along with Execution Certificate containing the required information signed & stamped by the Client</p> <p>OR</p> <p>Purchase order/agreement along with any other proof of execution implementation to the satisfaction of Bank which includes invoice along with payment proof.</p>
<p>4.</p>	<p>The bidder should have successfully supplied 15,000 reams of copier paper (with same or higher specification as mentioned in scope of work) to Public Sector Banks/ Public Sector Undertakings/ Large Organizations in at least one of the last five years ending 30.06.2025 under single contract.</p>	<p>Performance certificate from client side to be provided as per Annexure.</p> <p>OR</p> <p>Purchase/Work Order/ Agreement along with email from the client containing all the required information.</p> <p>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.</p> <p>OR</p> <p>Copy of Purchase/ Work Order/Agreement along with Execution Certificate containing the required information signed & stamped by the Client</p> <p>OR</p>

		Purchase order/agreement along with any other proof of execution/ implementation to the satisfaction of Bank which includes invoice along with payment proof.
5.	Bidder should have a registered office at Chennai	Self-Certificate declaration with registered office at (Chennai Only) details should be on Bidder's letter head duly seal and signed by authorized signatory.
6.	Bidder should have documentary proof of valid GST and PAN.	Copy of registrations should be duly seal and signed.
7.	<p>The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding bidders from a country which shares land border with India.</p> <p>Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency')</p>	Undertaking to be submitted.
8.	<i>Bidder must have requisite Central and State Labour Law Checks Compliance including minimum wages act.</i>	Self-Certificate declaration should be on Bidder's letter head duly seal and signed by authorized signatory.
9.	Bidder must have requisite Make in India Compliance.	Self-Certificate declaration should be on Bidder's letter head duly seal and signed by authorized signatory.
10.	<p>Bidder to submit following declarations duly signed by its authorized signatory:</p> <p>i. Bidder has not been blacklisted/ debarred by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.in India during last 3 years from the date of publishing of this tender document</p> <p>ii. Subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms / LLPs having common partners should not participate in the Bid.</p>	Self-Certificate declaration should be on Bidder's letter head duly seal and signed by authorized signatory



	<p>iii. Bidder should not be owned or controlled by any director or officer/employee of the Bank or their relatives having the same meaning as assigned under Section 6 of the Companies Act, 1956.</p> <p>iv. Bidder should not a Group of entities forming a joint entity for purpose of this RFP / JVs / Consortiums are not eligible for this RFP.</p> <p>v. Bidder should not be involved any litigation that impacts the solvency of the bidder.”</p>	
--	---	--

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. All Annexures must be on the letter head of the Bidder, except those which are to be provided by statutory auditor/CA/third party.

NOTE:

1. Bidder need to provide the readable copy of EMD document, Board Resolution/Power of Attorney online as well as in hardcopy(original) for Technical Bid duly seal and signed by the authorized person of firm/company/organization. No Photocopy or colour scan copy will be accepted for these documents.
2. In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.
3. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
4. Technical Evaluation will be done by Bank’s technical evaluation committee, and the decision of the committee will be final.
5. Bidders to submit relevant documentary evidence for all parameters mentioned.
6. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
7. All Annexures must be on the letter head of the Bidder, except those which are to be provided by statutory auditor/CA/third party.
8. All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
9. Bidder is also required to substantiate whether the person signing the document from his Company is authorized to do so on behalf of his company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company may make the bid liable for rejection.

Date: _____

Name of Signatory: _____



Place: _____

Designation:

Signature of Authorized Signatory

Seal of the Company

ANNEXURE- IV -Bidder Information

Please provide following information about the Company (Attach separate sheet if required):

S. No.	Information	Particulars / Response
1.	Company Name	
2.	Date of Incorporation	
3.	Company/Partnership Firm:	
4.	Registered office address	
5.	PAN: GST:	
6.	Authorized Signatory's Name: Designation: Phone: Email:	
7.	Whether MSME or start up (quote registration no. and date of registration, copy to be attached)	
8.	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – www.deity.gov.in/esdm/pmn as applicable to the bank.	
9.	<u>Bank Account Detail:</u> Account Number, Account Name, IFSC, Bank Name	
10.	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details other than authorized signatory)	



Yours faithfully,

Name & Designation of the Authorised Signatory

Signature of Authorized Signatory

Date:

ANNEXURE-V
Performance Certificate

(To be provided on letter head of the issuing company)

TO WHOM SO EVER IT MAY CONCERN

To,

The Indian Bank
Corporate Office
Stationery Department
Chennai.

Sir,

Reg.: Tender for procurement of 75 GSM COPIER PAPER- A4 size through GeM Portal

This is to certify that M/s _____ has provided following product/services in our organization.

Name & Full Address of the Organization	Name of product/services Offered	Period during which service provided

The services provided by the M/s _____ and the services supplied by them are satisfactory and as per the requirement of our organization.

The project successfully running till date OR the project has completed its course on ____ (Month and Year).

The certificate has been issued on the specific request of the company.

Date: _____

Place: _____



Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Seal of the Company

ANNEXURE-VI

Turnover Certificate

Reg: Tender for procurement of 75 GSM COPIER PAPER- A4 size through GeM Portal

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated within the meaning of Companies Act, 1956 & 2013/ Partnership incorporated under Partnership Act 1932/ LLP Act, 2008, with its headquarters at, _____ has the following Turnover, Net Profit/Loss and Net worth from its Operations. This information is based on the Audited Financial Statements for 2022-23, 2023-24 and 2024-25.

Financial Year	Turnover (Rs. In Lacs)	Profit Before Tax & Depreciation (Rs. In Lacs)	Net Profit/Loss (Rs. In Lacs)	Tangible Net Worth (Rs. In Lacs)
2022-23				
2023-24				
2024-25				

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:



Telephone No.:

Seal of Company:

UDIN

ANNEXURE – VII

Detailed Scope of Work/Description of Goods

1. Description & Quantity of 75 GSM copier paper - A4 size

Sl. No.	Particulars	Total Quantity
1	75 GSM A4 size copier paper	13,000 Reams $\pm 5\%$

2. SPECIFICATIONS FOR 75 GSM copier paper - A4 size

Gram Square Meter (GSM) – 75

Each ream should contain 500 nos. of paper sheets

Weight of each ream should be above 2.34 kg per unit pack

Size: 21.0 X 29.7 cm

Smooth finish on both sides for printing in all Printers

Brightness of the paper should be 92+

Opacity of the paper should be 92+

Colour – Bright White

Packaging:

A standard Brand packaging of 500 sheets per ream.

Preferred Brands:

JK Paper, TNPL, Century & West Coast

Other Conditions:

The paper should not contain back dots/specks/ink residues/dust/paper particles produced during cutting of sheets.

Paper should not be manufactured from recycle material/content and the date of manufacturing should not be earlier than **01.01.2025**.

After award of contract:



The samples containing minimum 30 sheets of A4 size duly signed and stamped by the supplier with model, make and GSM mentioned should be submitted to Bank for approval. The samples should also be accompanied by test report and to be submitted at Corporate Office, Stationery Department – No.2 Krest Building, Jehangir Street, Chennai.

Difference in quality of supplied paper from approved sample or non-submission of security deposit by the bidder can result in blacklisting of bidder/termination of contract/forfeiture of EMD/security deposit or all.

**An affirmation to the adherence of specifications shall be provided by the bidder as per annexure of this document.

- Please note that this tender is for arriving at competitive rates for supplying A4 size papers to be used for computer printing / photocopy. Requests/indents for A4 size papers for various departments of Indian Bank Corporate Office, located in Chennai will be placed at regular interval by CO Stationery department. The estimated quantity required as given in RFP is only indicative one. Bank reserves the right to place the order as per their requirement and the successful bidder shall have to supply the same within the agreed rate.
- The Selected Bidder/s has to deliver the A4 size papers as per indents placed by Indian Bank CO Stationery department to various departments located in Chennai within the cost quoted by them.
- The Bank will provide the address for delivery of the same.
- A Letter of rate contract would be issued to successful bidder(s).

Date: _____

Place: _____

Signature of Authorised Signatory

Name of the Authorised Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:



ANNEXURE-VIII

DETAILS OF ALL 'SIMILAR' WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING BY 31 ST MARCH 2026.

(Enclose supporting documents i.e. Work order and Satisfactory Completion Certificate Obtained from the Clients)

Sl. No	Name of the Organization	Period of Work	Nature of Work	Location Supplied	Work Order Amount	Litigation/ Arbitration pending/ In progress with details (if any)

Date: _____
Place: _____

Signature of Authorised Signatory:

Name of the Authorised Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:



Seal of Company:

Annexure IX

Non-Disclosure Agreement **(to be stamped as an agreement)**

This Confidentiality –cum- Nondisclosure Agreement is entered into at _____ on this _____ day of _____ 2026, between _____ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956 & 2013/ Partnership incorporated under Partnership Act 1932/ LLP Act, 2008, having its Registered Office at _____ (herein after called ‘Service Provider’), which expression shall, unless repugnant to the context, includes its successors and assigns as ONE PART.

AND

The Indian Bank, a public sector bank, a body corporate constituted under the Banking Company (Acquisition and Transfer of Undertakings), Act 1970, having one of its offices known as Stationery Department, situated at NO2 KREST BUILDING JEHANGIR STREET CHENNAI, and its Corporate Centre at No 254-260 Avvai Shanmugam Salai Royapettah Chennai 14, (hereinafter referred to as “Bank” which expression includes its successors and assigns) as ANOTHER PART;

The Service Provider and the Indian Bank would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Agreement dated _____ (hereinafter referred to as ‘Agreement’).

In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the ‘Disclosing Party’ and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the ‘Recipient’, and will include its affiliates and subsidiaries.

Now this Agreement witnesses as follows: -

1. Proprietary Information:



As used in this Agreement, the term ‘Proprietary Information’ shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

The Proprietary Information” shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties’ actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

2. Confidential Information:

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the ‘Disclosing Party’ is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.

Confidential information shall also include, without limitation, software programs, technical data, methodologies, knowhow, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the ‘Disclosing Party’. Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”.



Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far, as may be required for the proper exercise of the Parties’ respective rights under this Agreement.
- b) Each party may disclose the confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement.

4. Non-Disclosure of Proprietary and Confidential Information:

For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

5) Limit on Obligations:



The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary **and Confidential** Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient’s possession at the time of disclosure otherwise than as a result of the Recipient’s breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

6) Return of Documents:

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary **and Confidential** Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary **and Confidential** Information of the other party.

7) Communications:

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

Indian Bank, _____ Attn: _____
1.....
2.....



M/s _____ Attn: _____

1.....

2. -----

8) Term:

The Agreement is valid from _____ to _____. Either party may terminate the Agreement by giving prior written notice of 30 days to other party. The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive event after termination of the agreement dated _____. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non- Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

9) Damages:

- (a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire direct loss and damages on account of such disclosure.
- (c) Bidder agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will



have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

- (e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

10) Arbitration & Governing Law:

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed mutually by the parties and the award made in pursuance thereof shall be binding on the Parties. If the Bank and vendor fails to appoint sole arbitrator mutually, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act-1996. Any matter relating to or incidental to arbitration will be subject to the exclusive jurisdiction of courts at Chennai.

The bidder/ shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder/vendor which may also be adjusted by the Bank from the Security Deposit, being treated as default so that the business of the Bank is not disrupted.

The venue of the arbitration shall be Chennai only, and the language of the arbitration will be English.

11) Permitted Disclosure

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

12) Ownership of Information

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.



13) No Representation

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

14) No Assignment

This Agreement shall not be assigned by either party, or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties' respective successors and permitted assigns.

15) Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

16) Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of no enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

17) Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Chennai.

18) Indemnity

Service Provider shall indemnify the Indian Bank from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this



Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

19) Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by all the Parties.

20) Remedies and Relief: -

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving

Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favour upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost, expenses and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall

be entitled to recover its cost and expenses including Advocate's fees.

21) Notices:

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

22) Miscellaneous

- a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.
- d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.



- e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
- f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.
- g. That the contents of the Agreement have been read over and translated into vernacular language [name of the language of the vendor] and vendor having understood the contents thereof subscribe(s) to these presents.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s _____

Authorized Signatory

Shri _____

Designation _____

For Indian Bank

Authorized Signatory

Shri _____

Designation _____

Witnesses:

1) sign

Name

Address

2) sign

Name

Address



ANNEXURE- X
Bid Security Declaration

(on Company Letter-head)

To,
The Indian Bank
Corporate Office
Stationery Department
Chennai.

Ref: Tender for procurement of 75 GSM COPIER PAPER- A4 size through GeM Portal

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 5 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- I. withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- II. being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - b) Fail or refuse to sign the contract.

We know that this Bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

1) Notification

(a) of cancellation of the entire tender process or rejection of all bids at Bank's Website.

or

(b) of the completion of tender at Bank's website

or

2) forty-five days after the expiration of bid validity any extension to it.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Contact No & Email ID:

Seal of the Company



ANNEXURE- XI

Commercial Bid:

PERFORMA FOR COMMERCIAL OFFER

(To be submitted on the Company's Letter Head with seal and signature of the Authorised Signatory)

Ref: GEM/2026/XX/XXXXXX dated xx/xx/2026

(Bidders are instructed to quote their rate on Government e-Market place (GeM) portal only)– Rates submitted in physical forms will not be considered by the bank and will result in disqualification of the bid.

The price quoted must be in Indian Rupees, inclusive of all taxes, levies, at the applicable rates in accordance with the state where services are being provided. The prices quoted and finalized should hold good for the entire period of the contract.

Specifications of A4 Copier Paper	Total Qty. (requirement)	Rate (In Rs.) (Inclusive of GST)
As per specifications mentioned in Scope of Work	13,000 Reams (±5%)	Rs. _____ (for total quantity) (The quoted rate is all inclusive of applicable GST rate and inclusive of cost of paper, packing and transportation etc.)
		GST rate as per guidelines shall be applicable.

The quoted rate is inclusive of GST. These are confirmed rates and valid for a period of 12 months only from the date of contract.

We promise to abide by the terms & conditions of the Bank as applied from time to time.

Date:
Place:
Name:
Designation:

Signature with seal



Annexure XII

Certificate Regarding Land Border Clause by OEM/ OSD Tender for procurement of 75 GSM COPIER PAPER- A4 size through GeM Portal

(To be provided on the Letter head of the OEM/ OSD duly signed & stamped by their Authorized Signatory.)

We M/s _____, having its registered office at _____ OEM/ OSD of _____ (item), having model No/version no.: _____, offered in this RFP, through our authorized Service provider, M/s _____, hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

(Strike off whichever is not applicable):

We certify that we are not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

OR

We are from such a country and are registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered. If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

Date: _____

Place: _____

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Contact No & Email ID:

Seal of Company:



Annexure XIII

TENDER FORM

(To be submitted duly typed, signed with stamped by the Authorized Signatory on the Letter Head of the Bidder in Original along with Technical Bid document.)

To,
The Indian Bank
Stationery Department
NO2 KREST BUILDING
JEHANGIR STREET
CHENNAI.

TENDER FOR SUPPLY OF A4 COPIER PAPER TO INDIAN BANK THROUGH GEM

Dear Sir/ Madam,

Having examined the terms & conditions, scope of work etc. of the tender for the captioned work and examined the site of the works specified in this document and having acquired the requisite information relating thereto and affecting the tender.

I/We hereby offer to provide the works / services in accordance with all respect with the terms and conditions, scope of work, conditions of contract etc. as has been provided for in this RFP documents.

A.	Description of work	Dispatch of A4 Copier Papers based on the requirement of the Departments raised through Work Orders for supply in Chennai.
B.	Earnest Money	Rs. 50,000/-
C.	Validity of Contract	For a period of 1 (one) years from the date of signing subject to the extension for another one year after expiry of initial period subject to satisfactory service provided by the Vendor.

Should this tender be accepted, I / we hereby agree to abide by and fulfil the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to Bank, the amount mentioned in the said conditions.



I/we have submitted a sum of Rs.50, 000/- (Rupees Fifty Thousand Only) as Earnest Money Deposit (EMD) with Bank. Should I/We do fail to execute the contract when called upon to do so, I/We hereby agree that this sum shall be forfeited by me/us to Bank.

We understand that as per terms of this tender, the Bank may consider accepting our tender in part or whole. We, therefore, undertake that we shall not raise any claim / compensation in the eventuality of Bank deciding to drop any of the scope of work of this tender at any stage during the contract period. Further, we also undertake to execute the work entrusted to us on our approved rates and within the stipulated time limit without any extra claim for price escalation as provided in this tender.

We, hereby, also undertake that, we will not raise any claim for any escalation in the prices of facilitator during the currency of contract or post its terms has elapsed.

Further, we confirm that we are eligible to quote this tender. In case any information is found incorrect at any subsequent point of time, our tender may be annulled / rejected by Bank, including taking any action against us as deemed fit.

I / We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP document.

We have read and understood all the terms & conditions, schedule of requirement and scope of work of the tender and accept the same.

Date: _____
Place: _____

Signature of Authorized Signatory:

Name of Signatory:
Designation:
Contact No & Email ID:

Seal of Company:



Checklist

Sl.	Particulars	Submitted (Yes/No)
1.	Bid Cover Letter (Annexure-II)	
2.	Compliance To Eligibility Criteria (Annexure III)	
3.	Bidder's Information (Annexure-IV)	
4.	Performance Certificate (Annexure-V)	
5.	Turnover Certificate by Statutory Auditor/CA(Annexure-VI)	
6.	Land Border Sharing (Annexure XII)	
7.	Bid Security Declaration (Annexure – X)	
8.	Copy of Pan and GST and Udyog Aadhar/MSME	
9.	Details of Similar Work Completed (Annexure VIII)	
10.	Certificate Of Registration/Incorporation/Partnership Deed (if applicable)	
11.	Audited Balance Sheets & Profit & Loss Statements	
12.	Power of Attorney and Copy of Board Resolution of authorized signatory Along with other KYC of POA/ Authorised Signatories.	
13.	Proof of Submission of EMD	
14.	Bank Account Details EMD Details	
15.	Self-Declaration regarding the Non Blacklist of the Company previously.	
16.	NDA (Annexure IX)	
17.	Commercial Bid Format (Annexure XI)	
18.	Tender Form (Annexure XIII)	
19.	Scope of Work (Annexure VII)	
20.	Any other supporting documents (if required)	



IMPORTANT INSTRUCTION FOR SUBMISSION OF BID

The Entire bid document must be signed by a Single Authorized Signatory Only. If Bank seeks any clarification during the evaluation, the clarification documents should also be signed by the same authorized signatory who has signed the bid documents.

All Annexures must be on the letterhead of the Bidder.

All third-party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.

Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought.

Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

All supporting documents must be submitted in readable form.

Non-Compliance to any of the points above may lead to rejection of the bid and Bank's decision will be final and binding on all participating bidders.

Submission of commercial bids: - “The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid, except in the Commercial Bid which is to be submit online only on GeM portal”

**Tender for procurement of 75 GSM Copier paper- A4 size
Dos and Don'ts for Bidders**

Sr. No.	Do's	Don'ts
1.	All pages are to be serially numbered, signed and stamped by the bidder.	Do not paste the image of signature on the documents.
2.	All third-party documents are to be thoroughly stamped signed by the authorised signatories of OEM (where applicable) and countersigned by bidder authorised official.	Don't change the format/wordings of the RFP.
3.	Only technical and eligibility related documents to be submitted in technical bid.	Don't submit the financial /commercial rates with the technical bid documents.
4.	Ensure to submit the EMD as per the format. In case of exemption claimed suitable acceptable proof of exemption is to be submitted. The scanned copy of the EMD must be submitted along with bid documents online. Hardcopy of the EMD to be submitted to the Bank at the time of bid submission.	Never miss to send tender fee and earnest money with the tender, if applicable.
5.	All pages of the tender form, forwarding letter, and other enclosures must be signed and stamped. The name and designation of the signatory must be legibly indicated.	The Authorised person is to sign in all the documents submitted.
6.	Literature or any other technical documents which are required to be submitted along with the tender, or which are necessary for its proper evaluation must be submitted along with the tender	Don't miss to submit signed, stamped Annexures and Schedule of the tender form at the appropriate place on the GeM Portal.
7.	Over-writing's, Erasures, cuttings etc. must be scrupulously avoided and invariably attested	Don't make any changes to the contents of the documents while uploading, except for filling in the required information. Otherwise, the RFP shall be rejected as nonresponsive.