

**Request for proposal (RFP) for Custodial,
Document Management (Physical and
Digital) and other Related Services.**

Ref. RHFL/RFP/DMS, DT MARCH 8, 2019.

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Repco Home Finance Ltd., is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation to bid by Repco Home Finance Ltd., to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP is to provide the bidder(s) with information to assist them in formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Repco Home Finance Ltd., makes no representation or warranty and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this RFP. Repco Home Finance Ltd., may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

Repco Home Finance Ltd., reserves the sole right to amend / modify the RFP document and/or to include any addendum/corrigendum to this RFP. The Bidders shall not claim as a right for requiring Repco Home Finance Ltd., to do the aforesaid. The amendments/addendum/corrigendum made to this RFP and process shall be hosted on the company's website only and all such amendments shall be binding on all prospective Bidders. The information contained in the RFP document is selective and is subject to update, expansion, revision and amendment.

Repco Home Finance Ltd., reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of Repco Home Finance Ltd., shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process. Bids not satisfying the procedure prescribed in the tender document will be treated as invalid and rejected summarily.

SECTION-I

1. Background & about Repco Home Finance Ltd (RHFL)

RHFL is a professionally managed housing finance company head quartered in Chennai, Tamil Nadu. The company was incorporated in April 2000 to tap the growth potential in the housing finance market. We had been registered with National Housing Bank. As of now, RHFL is operating through 143 branches and 23 satellite centres in Tamil Nadu, Andhra Pradesh, Telangana, Jharkhand, Kerala, Karnataka, Maharashtra, Madhya Pradesh, Gujarat, Odisha, West Bengal and Puducherry.

Documents including property documents of our customers / records are being stored in Central Depository of the company presently situated at No.920/921, 1st Floor, Madipakkam – Velachery Main Road, Srinivas Nagar, Madipakkam, Chennai – 600 091. The company is looking for bidders who have expertise, facilities and infrastructure and provide Custodial, Document Management (Physical and Digital) and other related services to the company for its existing documents / records as well as documents / records, which may be generated in future.

2. Requirement Details

The purpose of this RFP is to invite bids from experienced Service Providers of repute and credentials for providing for Custodial of title deeds, document Management (Physical and Digital) and Other Related Services for RHFL, as per Scope of work and terms and conditions given in this RFP.

3. Invitation of bids

The invitation for Bid/RFP is Custodial, Document Management (Physical and Digital) and other related services. Sealed bids prepared in accordance with this RFP should be submitted on or before 5.00 p.m. IST on March 22 2019 (Technical and Commercial) to:-

The General Manager (Admin),
Repco Home Finance Ltd.,
Third Floor, Alexander Square, New No: 2,
Sardar Patel Road, Guindy, Chennai - 600 032
Tel No.044-42106650, Email: admin@repcohome.com

Last of receipt of Bids	March 22, 2019 before 5 pm IST
Schedule of opening of technical bid	March 25, 2019. Time : 2.30 pm IST
Schedule of opening of commercial bid	Date & Time will be intimated to the shortlisted bidders as per bid evaluation criteria.
Pre-bid queries / queries related to RFP	Addressed to General Manager (Admin), admin@repcohome.com
Last date for receipt of pre-bid queries	19 th March 2019, Time : 3.00 pm IST.

The Technical and commercial proposals / Bid shall be submitted as per the requirement of the Company in prescribed formats. RHFL reserves the right to reject any bids without assigning any reason whatsoever. Any form of canvassing/lobbying/influence/query regarding short-listing, status, etc., will lead to disqualification.

4. Earnest Money Deposit (EMD)

4.1) The Bidder shall furnish as a part of its Bid, a EMD of **Rs.5,000/- (Rupees Five thousand Only)** by way of demand draft or bankers' cheque or pay order in favour of 'Repco Home Finance Ltd.," issued by Nationalised / Scheduled Commercial Bank, payable at Chennai. This EMD must accompany the technical bid.

4.2) The EMD shall not bear any interest.

4.3) Rejection of Bid: Any technical bid not accompanied by interest free EMD as mentioned above, shall be summarily rejected by RHFL, without any further correspondence.

4.4) The EMD shall be forfeited if:

(4.4.1) Bidder withdraws his bid during the bid validity period; or

(4.4.2) Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or

(4.4.3) Successful Bidder fails to sign the contract to the satisfaction of RHFL, as mentioned in the Bid Documents; or

(4.4.4) any evasion, avoidance, refusal or delay on the part of the Successful Bidder to sign and execute the order/ purchase order/ service order or any document, as may be required by RHFL in case the Bid is accepted.

4.5) The EMD of unsuccessful Bidders will be refunded within 30 (Thirty) days from the conclusion of tendering process/ RFP process.

4.6) The EMD of Successful Bidder will be refunded on execution of all legal documents to the satisfaction of RHFL.

4.7) Any decision by RHFL in this regard shall be final, conclusive and binding on the Bidder/s.

5. Eligibility Criteria (Mandatory)

To qualify for submission of the bid, bidder must meet all of the following pre-qualification criteria in their Technical Bid to get eligible for technical evaluation.

5.1) The bidder duly incorporated (registered as per applicable law) entity, may be Government Organization / PSU / PSE / Private/ Public Limited Indian Company. The bidder shall submit the Certificate of Incorporation along with bid.

5.2) The bidder should have minimum 3 years of experience in India, in business of providing Custodial, Document Management (Physical and Digital) and other related Services to Bank / Financial Institutions up to December 31, 2018, including collection, scanning, transportation and storing of property documents. The bidder should provide the list of clients (Relevant Client confirmation to be provided). The

bidder must have experience of servicing at least one scheduled / commercial Bank and one Housing Finance Company (HFC) or Non-Banking Finance Company (NBFC) in the areas of collection, scanning, transportation and storing of property documents.

5.3) The Bidder should have all necessary licenses, permissions, consents, no objections, approvals as required under law for carrying out its business as on date of submission of the tender/bid. (Relevant documents to be submitted)

5.4) The bidder should not have been blacklisted by Government, any govt. department, PSU or PSB during the last five years. (Self-Certification to be submitted).

5.5) The Bidder should be profit making firm / company / organization for last 3 consecutive Financial years i.e. 2016, 2017 & 2018.

(a) The bidder should have valid & clear ownership/ irrevocable tenancy right to the place/ building from where Services are offered. Such right should not end before 66 months from last date of agreements. (Relevant documents to be submitted).

(b) The title of place / building acquired by bidders for providing Services must be free from encumbrances. If there is any loan or charge on the property from where Services are offered, NOC from lender/ charge holder along with lender's certificate that loan is fully regular & being repaid timely should be furnished. Otherwise- owner's declaration of property being free of any encumbrance should be provided.

(c) Proposed storage being offered should be located within 100 km radius from the Central Depository (CDR), situated at No: 920/921, 1st floor, Madipakkam - Velachery Main Road, Srinivasa Nagar, Madipakkam, Chennai - 600 091.

(d) The location of storage should be easily accessible by public transport. The proposed storage space should be a permanent structure constructed & maintained as per due regulatory provisions & approvals.

(e) The structure for storage should have proper arrangement to keep it waterproof, damp proof, having proper drainage provision as per Municipal approvals. The storage site should have provision for parking of truck and the passage to storage should be free from water logging, flooding/ inundation. This condition should be maintained throughout tenor of the contract.

(f) Fire protection system to include fire alarm system, very early smoke detection apparatus, and fire extinguishers in accordance with relevant standard should exist. The Service Provider's staff should be adequately trained in handling fire equipment.

(g) The storage site must be locked and guarded 24 X 7. No unauthorized personnel can be allowed access to the company's records at any time. Access be controlled by card based / bio metric electronic access control system and a record kept on register of personnel and material entering and leaving the secured area.

(h) At storage site there should be provision of incoming landline numbers at the facility, where one can call the company's representative available at the site.

(i) CCTV monitoring of the area with recording of minimum 90 days is essential.

(j) Whole storage area should be having proper arrangement of lighting and adequate ventilation with provision of emergency lighting and backup power in case of power cut(s).

(k) If the proposed area is not on ground floor there should be working & well maintained goods lift available from the place where trucks can go. There should be space available to park a truck (up to 22 feet container) near entrance / lifts.

(l) There should be provision of regular (every quarter) pest control, rodent control, white ant control and to control anything else which may harm the documents. Services of reputed pest control service provider should be taken for the same and such arrangement should be maintained throughout period of contract.

(m) The bidder should certify that proper applicable Municipal, Fire Brigade, Shops & Establishment, labour licenses, electricity connection with sufficient connected load and any other required regulatory approval/ permit/ license have been acquired and should be able to produce whenever required by the company. All such permissions should be renewed periodically and held on record.

(n) The bidder should have proper ratings on its electrical and power Equipment's.

(o) Height of ceiling should be more than 10 feet and the top of racks should not be more than 8 feet from ground. The lower most rack should also be at least one foot from ground.

(p) Whole area should be conducive of working for storage & retrievals. It should be having proper arrangement of lighting with provision of emergency lighting in case of power cut. Also, exhaust fans should be installed to arrange air circulation as required.

(q) The bidder shall arrange for adequate insurance coverage on documents/other records/ papers of the company against fire, flood, cyclone and other natural calamity besides theft, burglary etc. and the Service Provider will bear the cost of such insurance. The bidder should also arrange for adequate cyber insurance.

(r) The record storage premises where company's records are going to be kept must be certified by a competent structural engineer / firm on the Dead Weight Bearing & Structural Stability aspects.

5.6) The bidder must have ISO 27001 certification. Photocopy of the certificate must be furnished along with technical bid.

5.7) There should have been no past history of damage to records at facilities of service provider, due to fire or flood.(self-declaration to be attached)

Note: All eligibility requirements mentioned above should be complied with by the bidders as applicable and relevant support documents should be submitted for the fulfilment of eligibility criteria failing which the Bids may be summarily rejected. Non-compliance of any of the criteria can entail rejection of the offer. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the company decides, originals / certified copies should be shown for verification purpose. The company reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation/wrong certification / violation of Integrity Pact will entail rejection of the offer.

6. Procedure for submission of Bids

(6.1) The RFP documents should be submitted in paper copies in single set and should contain one copy of the following:

- i. A sealed envelope containing Technical Bid documents superscribed **“TECHNICAL BID FOR CUSTODIAL, DOCUMENT MANAGEMENT (PHYSICAL AND DIGITAL) AND OTHER RELEATED SERVICES”** and
- ii. Second sealed envelope containing Commercial Bid documents superscribed **“COMMERCIAL BID FOR CUSTODIAL, DOCUMENT MANAGEMENT (PHYSICAL AND DIGITAL) AND OTHER RELEATED SERVICES”**.
- iii. The two envelopes should be put together in a larger envelope, sealed and submitted with superscribed as **“CUSTODIAL, DOCUMENT MANAGEMENT (PHYSICAL AND DIGITAL) AND OTHER RELEATED SERVICES”**.

6.2) The bidder shall submit only one original set of the bid.

6.3) The e-mail address and phone/fax numbers of the Bidder should also be indicated on the sealed envelopes.

6.4) The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the company shall be written in English language only.

6.5) The bid shall be submitted in the form of printed documents only and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The person or persons signing the bids shall initial all pages of the bids and each page should be stamped. Any inter-lineation, erasure or overwriting shall be valid only if the person signing the bids initials them.

6.6) Bids sent through post/courier will not be accepted. The bids should be dropped in the designated box placed at Repco Home Finance Ltd., Corporate Office, 3rd Floor, Alexander Square, No.2, Sardar Patel Road, Guindy, Chennai 600 032.

6.7) The EMD should be paid along with the bid document during submission. Bids, without the EMD shall be rejected.

6.8) The bidder shall submit their offers strictly in accordance with the terms and conditions of the bid documents. Any, bid which stipulates conditions contrary to the terms and conditions given in the bid documents, shall be rejected. Any decision in this regard by the company shall be final, conclusive and binding on the bidder.

6.9) The Company is not bound to accept the lowest or any bid and has the right to reject any bid without assigning any reasons whatsoever. The company also reserves the right to re-issue/re-commence the bid/bid process. Any decision in this regard by the company shall be final, conclusive and bind on the bidder.

6.10) The company is reserves the sole right for including any addendum to this entire bid process. The bidders shall not claim as a right for requiring the company to do the aforesaid.

7) Period of validity of Bids:

7.1) Bid valid for 90 (ninety) days from the last date for submission. The company may reject a bid valid for a shorter period and any decision in this regard by the company shall be final, conclusive and binding on bidder.

7.2) In exceptional circumstances, the company may solicit the bidder's consent to an extension of period of validity.

8) Bid Opening

8.1) The Company shall open the technical bids, in the presence of authorised representatives bidders who choose to attend the technical bid opening at the time and location mentioned in the clause no "3. Invitation of bids" of this document".

8.2) The authorised representative's bidders who are present in opening of technical bid shall sign register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for company, the bids shall be opened at the appointed time and place on next working day.

8.3) The Bidders who do not qualify under technical Bid, as per the evaluation / selection done by the company on the criteria specified, will not be considered for opening of commercial bid. Date of opening commercial bid shall be indicated after finalizing the technical eligibility.

9) Preliminary Examination

9.1) The company 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.

9.2) The Company will reject the bid determined as not substantially responsive.

9.3) The company may waive any minor 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.

9.4) Any effort by bidder to influence the company in the bid evaluation, bid comparison or contract award decision may result in the rejection of the bid submitter by the bidder. Companies decision will be final and without prejudice and will be binding on all parties.

9.5) The company 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 the company's action.

9.6) The company reserves the right to select more than one bidders for keeping in view its large requirements.

9.7) The company reserve the right to modify, change, restrict or limit the scope of work.

10) Bid evaluation criteria

10.1) The company shall constitute an Evaluation Committee (EC), which shall carry out the entire evaluation process. The Technical proposal evaluation process would focus on the ability of bidder to satisfy technical requirements of the assignment, quality assurance procedures and experience of safekeeping of records.

10.2) Technical proposals will be evaluated based on the criteria mentioned in **Annexure-I**. Member(s) of the company's Evaluation Committee (EC) will visit one or more Records Storage centers of pre-qualified Service Providers to verify these criteria.

10.3) Only the bidders who score more than 70 (Seventy) marks in Technical Evaluation process will qualify for Commercial Evaluation process. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short-listed. **The company at its sole discretion may modify / increase / decrease the cut-off score of 70.**

10.4) The commercial proposals of technically short listed bidders will be opened. The bidder whose bid has been determined as the lowest final commercial quote will be declared L1 and the bidder with the second highest quote will be declared L2 and so on.

11. Post qualification

11.1) The Company will determine to its satisfaction whether the Bidder selected (as having submitted the best-evaluated responsive Bid) is qualified to satisfactorily render the services. Any decision in this regard by company shall be final, conclusive and binding on the Bidder.

11.2) This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities and track record. It will be based upon an examination of the documentary evidence submitted by the Bidder.

11.3) An affirmative determination will be a pre-requisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bid, in which event; company will proceed to the next best-evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. Any decision in this regard by company shall be final, conclusive and binding on the Bidder.

12. Acceptance of Bid

12.1) Prior to the expiration of the period of Bid validity, the company will notify the Successful Bidder in writing, that its bid has been accepted.

13) Signing of contract

13.1) After the company notifies the Successful Bidder that its bid has been accepted; the Bidder should sign the Contract and complete the execution of all other documents to the satisfaction of RHFL. The contract papers shall be finalized in discussion with successful service provider with regard to the terms and conditions and other relevant clauses, which shall be mostly in line with tender criteria.

13.2) The Contract form and all other documents would be signed at Chennai only within 15 days of receipt of notification of award of contract.

13.4) Payment of stamp duty would be as per applicable laws in the State of Tamilnadu.

13.5) The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the contract and agreements. company shall not be responsible or liable for reimbursing / compensating these costs and expenses.

13.6) The incidental expenses of execution of the Contract as well as the conditions stipulated in the contract shall be strictly adhered to and any breach / violation thereof shall entail termination of the Contract without prejudice to the other right of RHFL including but not limited to the right to levy / impose and recover penalties as specified in this RFP or Contract.

13.7) The contract will be valid for five years initially unless terminated by the company before that date. The contract could also be renewed for further terms with mutual consent.

14) DISCHARGE OF EMD.

14.1) EMD of the successful bidder shall be discharged on signing of the Contract and all other legal documents and upon furnishing the performance guarantee / security to the satisfaction of the company.

14.2) The EMD of all unsuccessful Bidder(s) shall be discharged / returned as promptly as possible but not later than 30 (thirty) days after the conclusion of the tendering process/ RFP process.

SECTION - II

1. Definitions:

In this RFP / Bid Document / Contract, the following terms shall have the following meanings and shall be interpreted accordingly:

- 1) **The Contract:** The agreement to be entered into between RHFL and the Successful Bidder as recorded in the contract form duly signed by the parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for **Custodial, Document Management (Physical and Digital) and other related Services** for RHFL as inclusively stated under sections Service level Expectations, Specifications of Requirements and Scope of work (Section-III) as indicated/spelt out in this tender.
- 2) **Bidder:** Includes any person/firm/company that has/have participated in the bidding process.
- 3) **EMD:** Earnest Money Deposit.
- 4) **Successful Bidder/ Service Provider:** Bidder whose Bid has been accepted by RHFL and to whom work has been awarded and shall include its authorized representatives, successors and permitted assigns.
- 5) **RHFL :** Repco Home Finance Ltd., including its successors and assigns.
- 6) **The Contract Price:** The price, payable to the Successful Bidder under and in accordance with the Contract, for the due performance and observance of its contractual obligations under and in accordance with the Contract.
- 7) **“Service(s)”** means all the services, which the Bidder is required to provide and/or procure to the company under and in accordance with the Contract.
- 8) **“Custodial Services”** means all the services that start from pick up of the documents and records from the company's specified premises for safe custody at the Successful Bidder's premises, till their permanent withdrawals/retrievals by the company.
- 9) **“Management Services”** means all the services that are required by the company as per its requirement such as indexing, periodical retrievals and refilling etc.
- 10) **“Other Related Services”** means all the services that are required by the company for digitizing, providing copies etc., on request as per the company's requirement.

11) **“Service Period”** means the period of 5 year (contract period) commencing from the date of Contract as mentioned in the acceptance / signoff certificate issued by RHFL.

12) **Acceptance of Bid”** means the letter/fax or any memorandum communicating to the Bidder the acceptance of its Bid and includes an advance acceptance of his Bid.

13) **“Business Day”** means neither any day that is not a Sunday nor a public holiday (as per the official holidays observed by the company).

14) **Confidential Information:** (i) intellectual property information and information relating to Intellectual Property Rights; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information related to the current, future and proposed products or service(s) of the company including, financial information, process/flow charts, business models, designs, drawings, data information related to products and service(s), procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to the Services/ Contract and (v) all such other information which by its nature or the circumstances of its disclosure is confidential..

15) **Intellectual Property Rights:** means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other forms of intellectual property rights, titles, benefits or interests whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

16) **“Document”** means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.

17) **“Effective Date”** means the date on which this Contract is signed and executed by the Parties hereto.

18) **“Parties”** means the company and the Bidder and “Party” means either of the Parties.

19) **Force Majeure:** means an event beyond control of the Bidder and include, acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war and unforeseen natural calamity.

20) **Maintenance cost:** The vendor has to manage the stock of all existing documents and documents to be generated in the course of business of the company. Vendor to create a comprehensive database with bar coding each file, inventorization at file level. Bar coded sticker to be affixed at each file. Vendor to sort, segregate, index and pack the records in cartons for transportation to its storage location. Rates are inclusive of packing, loading,

and transportation and unloading at vendor's warehouse. Maintenance charges on any file will be paid monthly on pro rata basis for the no of days file is kept with the vendor. For subsequent addition of records, same rate will be applicable.

21) **Retrieval cost:** The cost incurred to withdraw files/records from storage to our premises (including handling & transport cost).

22) **Re-filing cost:** The cost incurred for re-deposition of files/records in storage (including handling & transport cost).

23) **Post Deposit of Documents (PDDs) insertion in files:** The cost incurred to insert post deposit of documents in file including collecting the document from our office, handling & transporting carefully, retrieval of files & refilling at vendor's site.

24) **Photocopying:** Cost of photocopying including paper.

25) **Digitization:** Cost of scanning and digitization including maintenance and storage space in server.

26) **Records:** any paper that is given by the company for safe custody.

27) **Documents:** Loan / Security documents, Title deeds, loan application, KYC documents.

2. Interpretations

In this tender/ in the Contract, unless a contrary intention is evident:

2.1) Time is the essence in the performance of the Parties' respective obligations, if any time period specified herein is extended, such time shall also be of the essence.

2.2) The clauses/headings are for convenient reference(s) only and do not form part of this tender/ the Contract;

2.3) Unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;

2.4) Unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this tender/ the Contract including any amendments or modifications to the same from time to time;

2.5) A word in the singular includes plural and a word in the plural includes singular;

2.6) A word implying a gender includes any other gender;

2.7) A reference to a person includes a body corporate also;

2.8) A reference to legislation includes legislation repealing, replacing or amending that legislation;

2.9) Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase, which have corresponding meanings;

2.10) Reasonability and materiality of "doubt" and "controversy" shall be at the sole discretion of RHFL.

2.11) The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897 or such other relevant applicable law as amended from time to time.

2.12) In case of difference of opinion on the part of the Bidder in comprehending and /or interpreting any clause/provision of this tender after submission of the Bid, the interpretation by RHFL and decision of RHFL in this behalf shall be final, conclusive and binding on the Bidder(s).

3. CONDITIONS PRECEDENT

3.1) This Contract is subject to the fulfilment of the following conditions precedent by the Bidder:

- a. Obtaining of all statutory, regulatory and other approvals, consents and no-objections required for the performance of the Services under and in accordance with this Contract.
- b. Furnishing solvency certificate and certificate confirming that there are no vigilance or court cases threatened or pending against the Bidder.
- c. Furnishing of such other documents as the company may specify, including but not limited to definitive documents.

4. STANDARD OF PERFORMANCE:

4.1) The Successful Bidder shall carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in industry and with professional standards and shall observe sound management, technical practices. It shall employ appropriate advanced technology, procedures and methods. The Successful Bidder shall always act, in respect of any matter relating to the Contract, as faithful advisors to the company and shall, at all times, support and safeguard the company's legitimate interests in any dealing with third parties.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION

5.1) The Successful Bidder shall treat all documents, information, data and communication of and with the company as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement. The Successful Bidder shall execute Non-Disclosure Agreement simultaneously at the time of execution of the Contract. The Successful Bidder shall not, without the company's prior written consent, disclose the Contract, or any provision

thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of the company in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

5.2) The Bidder shall not, without RHFL's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the Contract.

5.3) Any document, other than the Contract itself, enumerated in this Bid Documents shall remain the property of RHFL and shall be returned (in all copies) to the company on completion of the Bidder's performance under and in accordance with the Contract, if so required by the company.

5.4) No variation in or modification of the terms of the terms of the contract shall be made except by written mutual consent signed by both the parties i.e. the successful bidder and RHFL.

6. DELAYS IN THE BIDDER'S PERFORMANCE

6.1) Delivery of the required services shall be made by the Successful Bidder strictly in accordance with the time schedule prescribed by the company. Time is of the essence of Contract.

6.2) If at any time during the performance of the Contract, the Successful Bidder encounters conditions / situations impeding timely discharge of services, the Successful Bidder shall promptly notify the company in writing of the fact of the delay, it's likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, the company shall at the earliest evaluate the condition/ situation, and consider, extending the Successful Bidder's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the Parties by written amendment of the Contract.

6.3) Except as provided in the above clause, a delay by the Successful Bidder in the discharge of services shall render the Successful Bidder liable to the imposition of liquidated damages, unless an extension of time is agreed upon without levying liquidated damages.

6.4) A delay by the Successful Bidder in the performance of its Contract obligations shall render the Successful Bidder liable to termination of the Contract for default, with an obligation to return the documents and records free of cost.

7. LIQUIDATED DAMAGES / PENALTY (Physical)

7.1) If the Successful Bidder fails to meet the requirements under the Scope of Services, like delays/defaults/deficiency, shall without prejudice to its other rights and as per this or other terms of the Contract, deduct price, as liquidated damages. In case of deficiency of services, like, collection of documents from the company, delay in retrieval and submission of documents beyond 7 days

from the date of request, a sum equivalent to Rs.100/- per day per document would be imposed as penalty.

7.2) If the Bidder consistently fails to meet the requirements under Scope of Services or complete the services as per the scheduled completion date or the extended date or if Bidder repudiates the Contract before completion of the contract /services, the company may without prejudice to any other right or remedy (i.e. penalties) available to the company as under the Contract, recover from the Bidder, liquidated damages over and above the penalties.

7.3) RHFL may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.

7.4) RHFL reserves the right to impose / waive off the Liquidated Damages.

8. DISPUTE RESOLUTION

8.1) The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this Contract in the following manner:

- i. The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within ten (10) days of receipt of the notice.
- ii. The matter will be referred for negotiation between GM (Admin) of RHFL and person nominated in **Annexure-1A (Sr.No.11)** of the Vendor. The matter shall then be resolved by them and the agreed course of action documented within a further period of thirty (30) days.

8.2) The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held only in Chennai, India and conducted in accordance with the fast track provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and these two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language. Subject to the above, the courts of law at Chennai alone shall have the jurisdiction in respect of all matters connected with the Contract. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

8.3) The Successful Bidder shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes

between the Parties and shall continue to render the Services in accordance with the provisions of the Contract notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

8.4) The provision under this section survives the contract.

9. ADDRESSES FOR NOTICES

9.1) All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, (ii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested. All notices and other communication shall be marked as under:

In the case of The company	The General Manager –(Admin). Repco Home Finance Ltd., Corporate Office, 3 rd Floor, Alexander Square, No.2 Sardar Patel Road Guindy, Chennai 600 032.
In the case of the Bidder	As furnished in Annexure-1A (Sr.No.12) .

10. TAXES AND DUTIES

10.1) Bidder will be entirely responsible for all applicable taxes, duties, levies, imposts, costs, charges, license fees, road permits etc., in connection with discharge of services. Payment of applicable taxes will be made at actual, on production of suitable evidence of payment by the Bidder.

10.2) Income / Corporate taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the Price Bid by the Bidder shall include all such taxes in the Contract price.

10.3) Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the company shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the company as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this Contract.

10.4) The Bidder's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Bidder shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

10.5) The Bidder shall also be responsible for having his sub-Bidder(s) under this sub-contract(s) on account of payment received by the sub-Bidder(s) from the Bidder for works done under the sub-Bidder(s) for which the Company will in no case bear any responsibility. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities the returns and all other related documents required for this purpose. The Bidder shall also provide the company such information, as it may be required in regard to the Bidder's details of payment made by the company under the Contract for proper assessment of taxes and duties. The Bidder and his sub-Bidder(s) or their personnel shall bear all the taxes if any, levied on the Bidder's, sub-Bidder's and Bidder's personnel. The amount of tax withheld by the company shall at all times be in accordance with Indian Tax Laws and the company shall promptly furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

10.6) The Bidder agrees that he and his sub-Bidder(s) shall comply with the Income-Tax Act in force from time to time and pay Income - Tax, as may be imposed / levied on them by the Indian Income Tax Authorities, for the payments received by them for the works under the Contract.

10.7) The Bidder fail to submit returns/pay taxes in times as stipulated under the Income –tax Act and consequently any interest or penalty is imposed by the Income-tax authority, the Bidder shall indemnify the company against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the company/ Bidder.

10.8) The company shall if so required by applicable laws in force, at the of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

11. SUCCESSFUL BIDDER'S INTEGRITY

12.1) The Successful Bidder is responsible for and obliged to carry out all the services strictly in accordance with Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

12. SUCCESSFUL BIDDER'S OBLIGATIONS

12.1) The Successful Bidder is obliged to work closely with RHFL's staff, act within its own authority and abide by directives / instructions issued by the company from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify RHFL from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence or otherwise. The Successful Bidder will pay all indemnities arising there from and will not hold RHFL responsible or obligated.

12.2) The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanours. The Successful Bidder will treat all data and information about the company as confidential, obtained in the execution

of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the company.

13. SURVIVAL

13.1) Any provision of this Contract which, either expressly or by implication, survive the termination or expiration of this Contract, shall be complied with by the Parties including that of the provisions of indemnity, confidentiality, non-disclosure in the same manner as if the present Contract is valid and in force.

13.2) The provisions of the clauses of this Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the company notifies the Bidder of its release from those obligations.

14. NO AGENCY

15.1) The Services of the bidder here shall not be construed as any agency of RHFL and there shall be no Principal - Agent relationship in this regard.

15.ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTIONS

15.1) Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All safety and labour and industrial laws enforced by statutory agencies and by the company shall be applicable in the performance of this Contract and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the company for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions.

15.2) The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

15.3) Bidder shall also adhere to all security requirement/regulations of the company during the execution of the work.

16. STATUTORY REQUIREMENTS

16.1) During the tenure of this Contract nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep the company indemnified in this regard.

16.2) Successful Bidder undertakes to promptly produce all records and information relating to the Contract/this RFP for the purpose of inspection and information security audit of RHFL. Successful Bidder shall provide access, to officers / employees / representatives / agents or auditors of the company to the premises / places where such records are kept / maintained. The company

shall not be duty bound to give any prior notice to Successful Bidder before carrying out the said inspection or audit.

16.3) The Successful Bidder agrees to allow officers of RHFL to inspect and make copies at their own cost, of the records relating to the Services performed/delivered by the Successful Bidder, maintained by Successful Bidder pursuant to the Contract/this RFP.

16.4) In regards to the above, the Regulators and Government Authorities including NHB officials shall be entitled to conduct audits of the Successful Bidder at any point of time.

17. CONTRACT PRICES

17.1) Prices payable to the Bidder as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

17.2) Further, RHFL shall be entitled to make adjustment in the payment of Contract price in the event of levying liquidated damages and/or penalty on the Successful Bidder.

18. OWNERSHIP AND RETENTION OF DOCUMENTS

18.1) The company shall own the documents, prepared by or for the Bidder arising out of or in connection with this Contract.

18.2) Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the company, the Bidder shall deliver to the company all documents provided by or originating from the company and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the company at no additional cost. The Bidder shall not, without the prior written consent of the company store, copy, distribute or retain any such Documents.

19. REPRESENTATIONS AND WARRANTIES

19.1) In order to induce the company to enter into this Contract, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Services under the Contract.
- ii. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Contract and the Bid Documents and unless the company specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.
- iii. That the Bidder shall use such assets of the company as the company may permit for the sole purpose of execution of its obligations under the

terms of the Bid, Tender or this Contract. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

- iv. That the Bidder shall procure insurance policies for all its present and future property and assets, deployed for this Contract, including cyber insurance with financially sound and reputable insurers to the satisfaction of the company and shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable. The Bidder shall also furnish to the company a certificate evidencing such insurance, risks covered, names of beneficiaries, expiration dates, names of insurers and all other features of the insurance policy, both original and renewed and shall keep the same alive during the term of this Contract.
- v. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the company indemnified in relation thereto.
- vi. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- vii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- viii. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- ix. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- x. That all conditions precedent under the Contract has been complied.
- xi. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its

property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

- xii. That the Bidder certifies that all registrations, recordings, filings and notarisations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.
- xiii. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the company, which may directly or indirectly have a bearing on the Contract or the project.
- xiv. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xv. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the company indemnified in relation thereto.

20. Confidentiality

20.1) The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this Contract, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

- i. to maintain and use the Confidential Information only for the purposes of this Contract and only as permitted herein;
- ii. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;

- iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a “need to know” basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and
- iv. to treat Confidential Information as confidential for a period of five (5) years from the date of receipt. In the event of earlier termination of this Contract, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such termination.

20.2) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- ii. is independently developed by the recipient without breach of this Contract;
- iii. information in the public domain as a matter of law;
- iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
- v. is released from confidentiality with the written consent of the other party.

20.3) The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

20.4) Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this Contract may require the Bidder's personnel to be present on premises of the company or may require the Bidder's personnel to have access to computer networks and databases of the company while on or off premises of the company. It is understood that it would be impractical for the company to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the company that any technical or business or other information of the company that the Bidder's personnel, sub-Bidders, or agents acquire while on the company premises, or through access to the company computer systems or databases while on or off the company premises, shall be deemed Confidential Information.

20.5) Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this Contract, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the company in respect of the Systems, Services, and Documents etc.

20.6) In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Contract without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract.

20.7) The provisions and obligations of this clause shall survive expiration, cancellation and termination of the Contract till such Confidential Information enters public domain.

21. TERM AND EXTENSION OF THE CONTRACT

21.1) The term of the Rate Contract shall be for a period of 5 year (60 months from the date of contract/Agreement.

21.2) The company shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 3 (three) months before the expiration of the term hereof, whether it will grant the Bidder an extension of the term. The decision to grant or refuse the extension shall be at the discretion of company.

22. TERMINATION

22.1) The company may terminate this Contract by giving the Bidder a prior and written 30 (thirty) days' notice indicating its intention to terminate the Contract under the following circumstances:

- i. Where it comes to the company's notice and attention that the Bidder (or the Bidder's team) is in a position of actual conflict of interest with the interests of the company, in relation to any of terms of the Bidder's Bid or this Contract.
- ii. Where the Bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Bidder, any failure by the Bidder to pay any of its dues to its creditors and any Statutory dues, the institution of any winding up proceedings against the Bidder or the happening of any such events that are adverse to the commercial viability of the Bidder. In the event of the happening of any events of the above nature, the company shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor Bidder, and to ensure business continuity.

a) Termination for Insolvency: The company may at any time terminate the Contract by giving written notice of 30 (thirty) days to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company.

b) Termination for Default: The company may at any time terminate the Contract, in whole or in part, without compensation, by giving a written notice of 30 (thirty) days to the Bidder, if the Bidder defaults on any of the terms and conditions of the RFP, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the company.

c) Termination for Convenience: Notwithstanding the provisions of the Contract and/or the Bid Documents, the company at its sole discretion and without prejudice to any other right or remedy and without assigning any reasons, by written 30(thirty) days' notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the company's convenience, the extent to which performance of the Bidder under and in accordance with the Contract is terminated, and the date upon which such termination becomes effective.

d) Termination for Deficiency: In case of deficiency of services the company reserves the right to terminate the contract with 30 (thirty) days' notice. It also reserves right to recover the liquidated damages from the EMD/ Security deposit / guarantee or any amount payable by RHFL to the bidder.

22.2) The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

23. CONSEQUENCES OF TERMINATION

23.1) In the event of termination of this Contract due to any cause whatsoever, whether consequent to the stipulated term of the Contract or otherwise] The company shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of this Contract.

23.2) In the event that the termination of this Contract is due to the expiry of the term of this Contract / a decision not to grant any (further) extension by the company, the Bidder herein shall be obliged to provide all such assistance to the successor Bidder or any other person as may be required and as the company may specify including training, indexing, handing over of all the records and documents in proper order, where the successor(s) is a representative/personnel of the company to enable the successor to adequately provide the Services hereunder, even where such assistance is required to be rendered for a reasonable period (not exceeding 180 days) that may extend beyond the term/earlier termination hereof.

23.3) Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Bidder or due to the fact that the survival of the Bidder as an independent corporate entity is threatened/has ceased, the company shall pay the Bidder for services which have been authorized by the company and satisfactorily performed by the Bidder up to

the date of termination, without prejudice any other rights, the company may retain such amounts from the payment due and payable by the company to the Bidder as may be required to offset any direct losses caused to the company as a result of any act/omissions of the Bidder. In case of any loss or damage due to default on the part of the Bidder in performing any of its obligations with regard to executing the scope of work under this Contract [as laid down in the Service Specifications,] the Bidder shall compensate the company for any such direct loss, damages or other costs, incurred by the company. Additionally, the other members of its team shall continue to perform all its obligations and responsibilities under this Contract in an identical manner as were being performed hitherto before in order to execute an effective transition and to maintain business continuity.

23.4) Nothing herein shall restrict the right of the company to invoke the guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the company under law or otherwise.

23.5) The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

23.6) The Contract survives Termination.

23.7) In the event of termination of this Contract for any reason whatsoever, RHFL shall have the right and it may publicize such termination to caution the customers/public from dealing with the successful Bidder.

24. CONFLICT OF INTEREST

24.1) The Bidder shall disclose to the company in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

25. PUBLICITY

25.1) The Bidder is not permitted to make any public announcement or media release about any aspect of this Contract unless the company first gives the Bidder its written consent.

26. RELATIONSHIP BETWEEN THE PARTIES

26.1) Nothing in this Contract constitutes any fiduciary relationship between the company and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between RHFL and Successful Bidder.

26.2) No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

26.3) RHFL has no obligation to the successful Bidder, except as agreed under the terms of the Contract.

26.4) All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall RHFL 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 Successful Bidder.

26.5) The Successful Bidder shall disclose to RHFL in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful 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.

26.6) The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless RHFL first gives the Successful Bidder its prior written consent.

27. NO ASSIGNMENT

27.1) The Contract cannot be transferred or assigned by the Bidder without the prior written approval of the company.

28. ENTIRE CONTRACT

28.1) The terms and conditions laid down in the Bid and all annexures thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

29. GOVERNING LAW

29.1) This Contract shall be governed in accordance with the laws of India.

30. JURISDICTION OF COURTS

30.1) The courts at Chennai shall have exclusive jurisdiction to determine any proceeding in relation to this Contract. These provisions shall survive the Contract.

31. COMPLETION OF CONTRACT

31.1) Unless terminated earlier, the Contract shall terminate on the successful completion of the Service Period as specified in the Contract.

32. INFORMATION SECURITY

Information Security Clauses :

- 1) The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of RHFL's premise without written permission from the RHFL in connection with digitalisation exercise.

- 2) The Bidder personnel shall follow the company's information security policy and instructions in this behalf.
- 3) Bidder acknowledges that The company's business data and other proprietary information or materials, whether developed by the company or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of RHFL depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could cause damage to the Purchaser. By reason of Bidder's duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this Contract. Bidder shall use such information only for the purpose of performing the Services.
- 4) Bidder shall, upon termination of this Contract for any reason, or upon demand by the company, whichever is earliest, return any and all information provided to Bidder by the company, including any copies or reproductions, both hardcopy and electronic.
- 5) Bidder, shall provide certificate/assurance from application providers/OEMs that the application is free from embedded malicious / fraudulent code."
- 6) The Bidder shall ensure that the equipment / application / software being supplied shall be free from malicious code (Viruses, Trojan, Spyware etc.) and shall be liable for any loss (information, data, equipment, theft of Intellectual Property Rights, network breach, sabotage etc.) incurred to the company arising due to activation of any such embedded malware / malicious code. In this connection, the Bidder shall further supply a certificate to the satisfaction of RHFL.
- 7) The Bidder shall ensure that subsequent patch, hotfixes and upgrades are also free from malicious code.
- 8) The Bidder shall abide to the Information Security Policy (ISP) and Cyber Security Policy (CSP) of the company (as amended from time to time), which will be shared by the company with the L1 Bidder on need to know basis. The L1 Bidder shall ensure that the equipment/application/software supplied under the RFP shall be compliant with the ISP and CSP at all times.
- 9) The Bidder shall make sure that the all physical & electronic data, information, records, digitised records and documents related to RHFL including password, financial information, biometric information, personal

information etc., should be kept within the geographical boundaries of India. The Bidder shall further supply a certificate to the company in this regard.

33. INSURANCE

- 1) The Bidder shall;
 - i. Insure the storage area against fire, flood, cyclone and other natural calamity besides theft, burglary, fire by any other means etc. and cyber insurance and the Bidder will bear the cost of such insurance and any loss/ damage.
 - a. Arrange for exclusive insurance cover and submit the insurance policy copy covering the records and documents of the company specifying the RHFL as beneficiary of the policy.
 - b. Insure the documents/records and other papers of the company against fire, flood, cyclone and other natural calamity besides theft, mishandling, burglary etc., and the service provider will bear the cost of such insurance and any loss/ damage, during transportation and during safe custody.
 - ii. Arrange for insurance policy to the extent of damages that the company is likely to suffer in the aforesaid points (a) and (b). Quantum of insurance must be not less than Rs.15,000/- per account. The Successful Bidder shall arrange for Insurance of the documents/records on annual incremental basis.

SECTION – III

1. PURPOSE

This section gives the scope of work for providing Custodial, Document Management (Physical and Digital) and other related Services for documents/records pertaining to operation of RHFL.

2. SCOPE OF WORK (Specifications of the requirements)

The bidder selected as service provider shall be providing Custodial, Document Management (Physical and Digital) and other related Services for documents/records pertaining to operations of RHFL. Accordingly, the scope is divided into 2 Units, i.e., requirements pertaining to (A) Physical Storage and (B) Digital Storage. The selection of the service provider will be based on their capability and technical competence in providing both to (A) Physical Storage and (B) Digital Storage along-with all required support services. The company reserve the right to modify, change, restrict or limit the scope of work at any point of time during the contract period or at the time of awarding the contract.

A. Requirements for Physical Storage

- 1) The storage space should be a permanent structure constructed & maintained as per due regulatory provisions & approvals.
- 2) The metal racks used for storing cartons in the storage area should have fire rated coating.
- 3) The storage space should be available within radius of 100 KMs from RHFL. The distance from road through which trucks & tempos can travel during any normal day to be considered.
- 4) The place should be easily accessible by public transport.
- 5) The storage cartons must be dust resistant with flaps or a lid forming a seal against airborne particles.
- 6) The facility should have 24 X 7 security guards, who shall ensure the documents being taken out are as per permission document issued by company's authorized signatory/signatories (list of authorized signatories would be provided and updated from time to time).
- 7) The storage should be having temperature & humidity controlled environment where temperature should be maintained between 22 degree Celsius to 25 degree Celsius and relative humidity between 40% to 100%.

- 8) Preferably, there should be provision of providing secured access to the company through which status of stored files can be seen online. It should also facilitate receiving requests online.
- 9) Registers / logs should be maintained containing list of persons visiting the storage along with time of entry & exit.
- 10) There should be facility of landline number at the facility, through where one can contact the company representative available at the site.
- 11) All entrance/ exits of the space should be covered under CCTV cameras. The CCTV recordings should be maintained for at least 90 days. The area should be covered under smoke detectors.
- 12) There should be provision of power backup for CCTV systems, smoke detectors & emergency lighting. During the tenor of agreement, CCTV system & smoke detectors should be kept under warranty/ AMC to ensure their performance. The company reserves the right to get the CCTV system & smoke detectors checked or call their service/ AMC records from time to time.
- 13) Sufficient number of gas / powder based fire extinguishers gas based fire suppression system should be deployed at location to prevent any fire. These extinguishers should be kept filled and should be refilled before expiry.
- 14) The security personnel at site should be well trained to control movement of persons, documents and in firefighting activities.
- 15) Height of ceiling should be more than 10 feet and the top of racks should not be more than 8 feet from ground. The lower most rack should also be at least one foot from ground.
- 16) There should be regular pest control, rodent control, white ant control and dehumidifiers or any other control, which keeps the documents safe and secure. Services of reputed pest control service provider should be taken for the same and such arrangement should be maintained throughout period of contract
- 17) If storage area is not at ground floor, there should be working & well maintained goods lift available from the parking place.
- 18) There should have space available to park multiple trucks (up to 22 feet container) near entrance / lifts.
- 19) The structure should have proper arrangement to keep it waterproof, damp proof having proper drainage provision as per Municipal approvals. The facility including the place where trucks could be parked and passage to storage should be free from water logging, flooding/ inundation.

- 20) The company may undertake shredding & disposal of old documents at site or any other activity. Same should be permitted & supported by providing suitable space & electricity connection without any cost. The documents taken out for disposal should also be recorded.
- 21) Vendors shall provide office space for visiting company officials and auditors for carrying out inspection or audit or any other activity, free of cost to the company.
- 22) Successful Bidder shall provide single point contact for meeting the scale of requirements of the company.
- 23) The Successful Bidder shall have the certification from the approved certifier about the availability sufficient digital storage space with proper safeguards from hacking.
- 24) Successful Bidder shall provide the access to database of the company documents, for easy reconstruction requirements of documents, if any.
- 25) Successful Bidder shall certify the custody of number of loans accounts/ documents under various categories in each bill.
- 26) In the event of transfer of custody arrangement to third party, the Successful Bidder shall make suitable arrangements for handing over of the documents/records, with list for reconciliation to person / agency nominated by the company.

A1. Specific Requirements for storing & retrieval of physical documents / records.

1. The company needs facility to store, maintain and manage existing documents as well as facility to store, maintain and manage documents to be generated in the course of business of the company. In addition to this, the company require other related services of document management such as permanent and temporary retrieval of documents.
2. There should be provision to store the documents in compactors/ "metallic containers in strong room" (minimum strong room area should be 10,000 Sq.ft.) with adequate safety measures.
3. The service provider should provide door-to-door facility, i.e. should pick-up the documents from our premises and on retrieval should deliver to our premises, on daily basis. The company reserves the right to shift the premises of CDR to any location within Chennai municipal areas. During transportation, documents should be carried in sealed metallic containers, in vehicles owned/arranged by them.

4. Service provider should arrange for collection/ retrievals of documents from 1st floor of the CDR premises, or any other floor, which may change from time to time, separately, on daily basis.
5. There should be provision of receiving urgent retrieval requests by e-mail/ letter/ fax from authorised email ids intimated to the vendor.
6. Following Turn Around Time must be maintained:

Nature of Activity	Turn Around Time (TAT)
Collection of documents / records from the company.	Daily basis or based on requirement of the company.
Ordinary Retrievals <ul style="list-style-type: none"> - Closures - PDD insertions - photocopying 	All requests by e-mail/ letter/ fax received by 6 P.M to be delivered by the next working day by 1 P.M.
Urgent Retrievals <ul style="list-style-type: none"> - Closures - PDD insertions - photocopying 	All requests by e-mail/ letter received upto 1 P.M to be delivered by 6 P.M the same day. Those received after 1 P.M will be delivered in the next day 11 A.M.

7. Urgent retrievals will not be more than 5 % of total retrievals.
8. Letters / retrieval orders/ gate passes based on which retrievals allowed, should be preserved for a period of at least 5 years. One register containing details of all such retrievals should be maintained at the service provider.
9. Scanning and digitization of existing documents shall be carried out at RHFL premises.
10. Scanning and digitization of documents and provision of storage space in server with access to the server with account numbers.
11. Scanning and digitization of existing as well as additional PDDs shall be carried out at RHFL premises under appropriate supervision and CCTV surveillance.
12. Index or identification number should be uniform throughout the storage period.

3. Terms & Conditions of the services

- 1) The application money or EMD amount paid by a bidder is not transferable in favour of other party/bidder.
- 2) The tenure of the contract will be for 5 years at the fixed rate. Thereafter arrangement can be extended on mutually agreed terms.
- 3) If there is no extension, company on its discretion can extend the arrangement for 6 months on same terms & conditions and rate.
- 4) The service provider will have to arrange extension of performance security till the date contract / arrangement is extended.
- 5) No additional charges shall be payable after company vacates the space after end of agreement or by terminating the agreement.
- 6) The successful bidder will be issued offer letter, which should be accepted unconditionally within 7 days of issuance of the letter.
- 7) Within 15 days of acceptance of the offer, the selected bidder shall be required to execute Contract Form & Indemnity Bond. The incidental expenses of execution of Contract & indemnity including but not limited to payment of proper stamp duty shall be borne by the Successful Bidder.
- 8) The company can terminate the contract by giving 90 days' notice. However, the service provider shall not terminate the agreement during first 5 years and service provider may terminate the contract after completion of five years by serving written notice of this effect at least 180 days in advance before completion of the said term of five years. No separate notice will be served on completion of the tenure of the contract.
- 9) Any delay by the Successful Bidder in the performance of its contractual obligations, which the RHFL in its sole discretion may adjudge, shall render the Successful Bidder liable to any or all the following sanctions:
 - a. Imposition of liquidated damages/penalty, and/or
 - b. Termination of the Contract for default
- 10) In case of deficiency of services the company reserves the right to terminate the contract with 30 days' notice. It also reserves right to recover the liquidated damages from amount payable by RHFL to the bidder / service provider

- 11) RFP without EMD amount shall not be accepted. EMD will not carry any interest.
- 12) EMD of unsuccessful bidders would be returned within 30 days of finalization of the Vendor for performing the work.
- 13) The EMD amount of the successful bidder shall be refunded after executions of agreement, indemnity and other documents to the satisfaction of RHFL.
- 14) The Bidders should agree to indemnify and hold the company harmless from all losses, claims, damages, costs, taxes, duties, additions, penalties, interest charges and expenses of any kind to which the company may be subjected to on account of any proven warranty representations, unauthorized acts, fraud, deed or thing done by Vendor & its employees, officers, agents, subcontractors and Vendor will be liable for consequent damages that the company may suffer.
- 15) The company on its discretion can use the services for any of its office and/or branches.
- 16) Throughout the period of contract, the condition of the storage along with amenities there should be maintained in condition, which should be required for fulfilment.
- 17) Bidders shall allow & facilitate any person, officers, auditors, regulators or authorized representative from company to visit/inspect the Storage arrangement and carry out various audits.
- 18) Vendor should comply with applicable Union, State and local laws, ordinance, regulations in performing its obligations including the procurement of licenses, permissions, certificates, etc. payment of taxes, as required.
- 19) By applying for the RFP the bidder confirms that they are having all requisite licenses, registration and permissions etc. required under the applicable laws for carrying out this activity and would keep them renewing throughout the period of contract. They shall also be required to obtain any additional license, permission, registration etc. due to change in law or situation, if any, and the same is required to be carried out.
- 20) The arrangement will be Principal to Principal. The staff / manpower engaged by the service provider shall not have any recourse on RHFL or any of its employees. The Service Provider should comply with all the Labour laws prevailing and as applicable from time to time.
- 21) The service provider selected should agree to meet the personnel of the Company periodically or as and when called upon to review its performance.

- 22) The service provider selected shall not assign the agreement and or any of its obligations under this agreement to any third party without the prior written consent of the company.
- 23) Bidders should acknowledge that during RFP bidding or in connection with the services to be performed under the contract all tangible and intangible information received, obtained or disclosed, including all information, documents and data shall be considered to be confidential and proprietary information, if explicitly stated otherwise.
- 24) All the documents stored with the service provider shall be treated as confidential and should not be accessed, copied, disclosed or distributed to anyone including the owners, staff or agents of the service provider.
- 25) In the event of any misuse, Document/data lost or any reasons thereof which could have incurred any type of loss to the company, the company reserves the right to take necessary action including, inter alia, but not restricted to deducting a suitable amount from the monthly bill or recovering from other amount payable to service provider by RHFL or Performance security.
- 26) Bills will be submitted to our office on Monthly basis on completion of particular month. The company will process the bill in due course and payment will be settled. The company shall deduct the tax at source at the prevailing regulations. The company in turn will issue TDS certificate to the vendor by financial year ending. Vendor has to make arrangement to collect the TDS certificates from the company.
- 27) Payments shall be made by electronic mode only. For the same, the selected service provider should provide bank account details in the invoices, which is required for electronic funds transfer.
- 28) The bills should normally be submitted within 5 days of end of month. Normally bills are settled within 30 days of its submission. However, no interest / penalty would be admissible for the time taken in payment.
- 29) On termination of the agreement or on expiry of the period of this Agreement or otherwise, the Vendor shall allow retrieval of all the physical & digital records / documents in its possession to the designated authorised official(s) of the company as per the requirement of the company.
- 30) All disputes or differences, whatsoever, arising between the parties out of or in relation to the terms and conditions, meaning and operation or effect of this RFP Document or breach thereof shall be settled amicably. In case they are not able to settle the disputes or differences between them amicably, the same shall be settled by arbitration in accordance with the Indian Laws relating to arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Each Party to the dispute shall appoint one arbitrator each and the two

arbitrators shall jointly appoint the third or the presiding arbitrator. In case, the Bidder/Successful Bidder fails to appoint its arbitrator or any conflict in the appointment of the arbitrator, sole arbitrator appointed by RHFL will arbitrate the matter and decision of such arbitrator shall be binding on the parties. The arbitration proceedings shall be conducted in English language. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. Any appeal will be subject to the exclusive jurisdiction of courts at Chennai.

- 31) Storage should be available on all working days of the company. Storage timing should match company's working hours. If required on company's request the service provider shall be required to extend services on holidays also.
- 32) If a Force Majeure situation arises, the Service provider shall promptly notify RHFL in writing of such conditions and shall serve the notice on RHFL within 15 (fifteen) calendar days from the date of happening of Force Majeure and also submit all necessary proof to the satisfaction of RHFL and the time when the Service provider is likely to resume its obligations. RHFL shall decide the happening of the Force Majeure and the decision of RHFL shall be final, conclusive and binding on the Service provider. Unless otherwise directed by RHFL in writing, the Service provider shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The decision of RHFL in deciding whether the event is force majeure or not, is at the sole discretion of RHFL and binding on the Service provider. In such a case, the time for performance shall be extended by RHFL (but shall not be bound to) by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of one month, RHFL and the Service provider shall hold consultations with each other in an endeavour to find a solution to the problem and in the event of not finding a solution, RHFL shall be entitled to terminate the Contract without being responsible or liable to any damages. Notwithstanding the above, decision of RHFL shall be final and binding upon the Service provider.

B. Requirements for Digital Storage

- 1) To implement a robust scanning and indexing system, digitization of existing as well as new Documents / Records and Files at specified locations/offices of RHFL.
- 2) To Train the RHFL Users & Administrators.

B.1. The system should necessarily integrate the following features for smooth functioning:

1. Digital Document Management System (DDMS)
2. Scanning of Documents
3. Training and Support

B.2. Digital Document Management System(DDMS)

The solution should offer a comprehensive range of cost-effective services for Digital Document Management System. This solution should manage various files formats like JPEG, TIFF, PDF, XML PDF, HTML etc.

B.3. Scanning of Documents

Post implementation of DDMS, scanning facilities, QC, tagging and e-storage of the images to be implemented as per the mutually agreed plan at the specified locations of RHFL using the installed system, however, all scanning infrastructure will have to owned, operated and maintained by Successful Bidder/selected Vendor. Manpower required for such scanning and associated work will also be provided by selected vendor. Storage media e.g. DVD will be in the scope of the vendor supply.

Documents of all existing accounts to be scanned on priority. Thereafter, scanning of documents would be on-going process.

Other clauses:

- i. The data should be stored in vendor server in encrypted format. Data should be encrypted using SSL/https while in transit and it should be encrypted using AES-256 while at rest.
- ii. The Bidder's system where documents will be stored should allow access to documents via authenticated logins only. In other words, documents stored in vendor server are only accessible if user logs into the service. Activity log to provide details of persons granted permission to access documents and log for actually accessed documents should be available and be made available to the company at required periodicity.
- iii. Server where data will be stored should be hardened, vulnerability management of server to be done and patching to be proactively taken.
- iv. Documents and data should always be stored in redundant, replicated storage at vendor end. After document upload, it should store at least 2 copies of documents. This ensures availability as well as scalability. Further, once a day documents should be archived onto offline storage.
- v. BCP by way of DR setup is to be present for vendor server and Disaster Recovery setup should be kept within the geographical boundaries of India.
- vi. Antivirus to be installed and maintained in the vendor server.
- vii. The Bidder should have CISO (Chief Information Security Officer) in the company.
- viii. The Bidder should have Information Security Policy (ISP), Cyber Security Policy (CSP), Cyber Crisis Management Policy (CCMP) and Cyber Incident Management Plan.

- ix. The Bidder should follow Payment Card Industry (PCI) Data Security Standard (DSS) as an actionable framework to provide a robust security process.
- x. The proposed solution should also confirm to new regulations like Data Protection Policy as and when these become applicable.

B.4. Training and Support

Training and support of the system, thus implemented for RHFL, will be the responsibility of the vendor. Vendor shall provide training for RHFL end users. . Process manual/ document should also be shared.

B.5. THE SYSTEM SHOULD HAVE FOLLOWING ELEMENTS

A complete document imaging system should comprise of following elements:

- **Scanning:** A good scanning system for putting paper files into computer.
- **Storage:** The storage system should provide long-term and reliable storage for documents and should accommodate changing documents, growing volumes and advancing technology.
- **Indexing:** The index system should create an organized document filing system and make retrieval simple and efficient.
- **Retrieval:** A retrieval system should retrieve right documents fast and easy. With e-book feature, documents should be stored in html, xml or pdf format.
- **Access:** Document viewing should be readily available to those who need it, with the flexibility to control access rights to the system and should be accessible in the office or at different locations over the Intranet, or over the Internet.

B.6. THE SYSTEM SHOULD HAVE FOLLOWING FEATURES

- **Inward Receipt:** Complete solution for inward receipts at all locations
- **File Creation:** Should provide fully functional; Unique Numbering of File; Stores File Name, Subject, Files should be Version Numbered; Metadata Capturing ability for input whenever applicable/possible for fast search
- **User Creation & Other Security Features:** History of Positions held with Timeline Security Features like Password Complexity & Encryption, Audit Trails Database Triggers to Stop Direct Updates.
- **Indexing Documents:** The indexing methodologies used, should be easy to use and understood by the user who retrieve the documents, as well as those who file them.
- Should organize documents as given below:

- **Indexing of Fields:** An imaging system should allow users to customize index templates, create multiple templates and have different types of index field data within each template, such as date, number and alphanumeric characters. Index fields should be used to categorize documents, track creation or retention dates, or record subject matter, among other uses. In addition, an imaging system should allow drop down boxes/menu to upload the required fields for speedy retrievals of records in large quantity and have tools available to help automate entering index information.
- **Folder/File Structure:** An imaging system should provide a visual method of finding documents. An imaging system should have the ability to electronically re-create this filing system through multiple levels of nested folders.
- **Retrieving Documents:** Whatever the method, document retrieval should be simple and user-friendly. The system should provide easy, fast and efficient retrieval of relevant documents.
- **Controlling Access:** The system should provide appropriate levels of access, without compromising confidentiality or security.
- **Broad Availability:** The system should provide a client-based user interface that enables the scanning, indexing & retrieval of documents. Users should be able to search, retrieve and view documents with any web browser.
- **Comprehensive Security:** The system should allow the system administrator to control what folders and documents users can see, and what actions they can perform on those documents (edit, copy, delete, etc.) The system should control access to folders, documents and even redacted images and text in a simple and complete manner.

B.7. DIGITIZATION OF DOCUMENTS

As part of scanning services, the bidder shall complete the scanning in T + 2 days of date of receipt of the files and undertake following tasks:

B.7.1. Pre Capture Process

This process envelops all activities that are to be executed before the scanning is undertaken. This is primarily the receiving of documents from the CDR and making them ready for scanning. Some of the major activities are enumerated below.

a. Batch Preparation

A bunch of few files constitute a batch. The documents received for scanning are set, bunches of a specified number are made and kept. Few of the activities are enumerated below:

- a. Receive the files.
- b. Clean if they have any dust.
- c. Arrange the files in the batches as defined by the RHFL.
- d. Make a list of the files.
- e. Tag sheets in the documents that are not to be scanned

b. Categorization of the Documents

During this process, the documents are categorized on the basis of the type of document. This helps in tagging of the documents. Fields for tagging are to be defined in a manner to have the fruitful search criterion. Numbers of such fields are to be agreed upon by the selected Bidder with RHFL. A file-naming scheme database - should be established prior to capture. The same shall be done in consultation with RHFL officials in charge of the project.

c. Batch Dispatch for Scanning

The prepared batch is sent for scanning to the scanning section.

B.7.2. Capture Process

- a) Scanning:** The scanning operator receives the files. Open the files and scans the documents. During the scanning, the operator has to Quality Check images, in terms of number of pages in the batch scanned and tally with the total images.
- b) Indexing & Image Cropping:** The scanned documents should be well organized at the site. A manual index should be generated. Each batch of documents should be given an address. The images should be edited/ cropped to remove any undesirable foreign spots/marks. The Retrieval Software should be provided by the vendor. The index should basically provide the name of the document.
- c) Quality Assurance:** Every image must be readable. The best image quality should achieve by using state of the art Scanners, Processors & quality equipment, with automatic exposure control features.
- d) Merging into Database:** The images should be merged into the database. The fields may be decided mutually depending on the retrieval parameters.
- e) Retrieval Software:** The retrieval software should use information about the documents, including index and text-strings, to find images stored in the system. The documents should be stored in html, xml or pdf format also.

- f) **Access:** Document viewing should be readily available to those who need it, with the flexibility to control access rights to the system. The access system should make documents viewable to authorized persons, whether in the office or at different locations. External concurrent users of the system shall be around 500 users. However, going forward concurrent users number subject to increase.

B.7.3. Post Capture Process

After scanning process is over, the documents are put back in the file in the same order, files are labelled and put in the appropriate boxes and boxes and labelled and sealed. Sealed boxes and contents would be traceable through the appropriate database. In case of any damage to content, same should be informed to RHFL without delay by the agency.

B.8. DIGITAL DOCUMENT MANAGEMENT SYSTEM PLANNING AND IMPLEMENTATION

1. Provide the necessary resources: services, consulting, and software to Implement and maintain a Document Management System. The plan shall include total solution for Document Management System.
2. The vendor should provide necessary hardware, application software and other infrastructure for implementation of the Document Management System.
3. The hardware supplied shall be the property of vendor and any maintenance required in this regard shall be the responsibility of the vendor. RHFL shall not pay separately for such maintenance charges.

B.9. SYSTEM DOCUMENTATION

The selected Bidder shall provide complete documentation of the following:

1. User Manual: The manual shall provide a basic operational description of the software as well as other pertinent operational details. The manual shall be short, simple, and shall include pictures showing the various operator procedures.
2. Training Manual/Materials to be provided.
3. FAQs to be listed and provided in relevant documentation.
4. On-line Help to be provided.

B.10. QUALIFICATION CRITERION

- a. The bidder may be a Government Organization / PSU / PSE / Private / Public limited Indian Company under Indian Laws.
- b. The bidder should be in existence for minimum 5 years.

- c. It should be profit making firm / company / organization for last three consecutive financial years i.e. 2016, 2017 & 2018.
- d. An affidavit to the effect that the firm or any of its partner, director, Board Member of any firm has not been black listed by any Government /Semi Government Organization/statutory body.
- e. Should be a CMMi Level 3 and ISO 9001:2008 and ISO 27001 organization. Proof of the same to be attached with the technical bid.

Bidders have to provide copies of supporting documents against each criterion mentioned above, without which bid may be rejected.

B.11. LIQUIDATED DAMAGES (Digitalization of Documents)

- a. If the Successful Bidder fails to meet the requirements under the Scope of Services, like delay in completing the scanning within T+2 days, RHFL will charge penalty of Rs. 100/- per day for each document.
- b. If the Bidder consistently fails to meet the requirements under Scope of Services or complete the services as per the scheduled completion date or the extended date, the company may without prejudice to any other right or remedy (i.e. penalties) available to the company as under the Contract, recover from the Bidder, liquidated damages over and above the penalties.
- c. RHFL may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Bidder in its hands (which includes the RHFL's right to claim such amount against Bidder's performance Guarantee) or which may become due to the Bidder. Any such recovery or liquidated damages shall not in any way relieve the Bidder from any of its obligations to complete the works / Services or from any other obligations and liabilities under the Contract.
- d. RHFL reserves the right to impose / waive off the Liquidated Damages.

SECTION -IV

Annexure I

TECHNICAL BID FORM

Application for Tender

(To be included in Technical Bid Envelope)

The General Manager - Admin,

Repco Home Finance Ltd.,

Corporate Office, 3rd Floor,

Alexander Square

No.2 Sardar Patel Road,

Chennai 600 002

Dear Sir,

RFP for Custodial, Document Management (Physical and Digital)
and other related Services -

1. After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer ourselves for extending the service in conformity with your requirements and the terms and conditions set for the same.
2. If our Bid is accepted, we agree and undertake that, to deliver the Services in accordance with the schedule specified in the scope of work.
3. We agree and undertake to abide by the bid terms of company including the rates quoted therein for the services required by company up to the period prescribed in the Bid, which shall be final and conclusive and remain binding upon us.
4. We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above contract, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.

5. We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.
6. We understand that the EMD will be refunded after the Bidder signing the Contract within a period of 30 (Thirty) days after the conclusion of the Tendering/ RFP process for unsuccessful Bidders. We have noted that Bid Security shall not carry any interest.
7. As part of the application we are submitting following documents & DDs **(payable in Chennai)** placed in same order:

SI No	Documents
1	EMD Amount Rs.5000/- plus application 18% GST Drawn on Bank DD No Issuance Date
2	Application for RFP in Annexure-1
3	Details of the applicant in Annexure – 1A
4	Details of the storage offered Annexure 1B and Annexure 1C
5	A set duly signed & stamped on all paged containing the original RFP document and additional addenda / corrigenda or any other related information posited by the company on its website in the RFP.
6	Bidder's constitution documents like Articles of Association & Memorandum of Association, Certificate of Incorporation etc., or any other related document specified by the Company.
7	Audited Annual Report / Balance Sheet and Financial Statement of last three financial years.
8	All documents evidencing the fulfilment of eligibility criteria.
9	No vigilance / black listing / court case declaration.
10	Certified true copy of Board Resolution authorizing the signatory to sign all documents in respect of RFP including the Commercial Bid.
11	Unconditional Acceptance of terms & conditions of RFP – Annexure -III
12	Self-Declaration – Annexure -IV
13	Copy of all permissions, consents approvals and licenses from all authorities both regulatory/ statutory and non- regulatory for executing the services.
14	Certificate from a chartered engineer regarding space being offered confirming its being fire resistant and that sufficient measures to control fire, pest, seepages & leakages and any other risk for records in paper format have are available. It should also certify that the structure and proposed usage as per regulatory approvals & residual life of structure.
15	Copy of PAN, GST Registration, shop Act license (as applicable)

16	Copy of ownership document of the premises/ lease deed
17	If there is any loan or charge on the property NOC from lender / charge holder along with lender's certificate that loan is fully regular & being repaid timely. (if applicable)
18	Any other additional document which applicant intends to submit

10. We hereby confirm that we fulfil the eligibility criteria and we are capable & competent to provide the services without any deficiency.
11. We undertake to accept the offer unconditionally within 7 days of issuance, if company selects and issues the offer letter. We shall also arrange for execution of agreement, indemnity and any other document as required in Chennai within 15 days of acceptance.
12. Until a formal contract is finalized and executed, this Bid document, together with documents as amended, modified, supplemented, revised, modified by addendum etc, if any, at the sole discretion of the company shall constitute a binding contract between us.
13. We have read & understood the documents entirely and note that company:-
 - a) would not open the commercial bid (**Annexure-II**) of the vendor who has not qualified in the technical bid (**Annexure-I**)
 - b) Reserves the right to reject lowest and / or all other offers without assigning any reasons therefore.
 - c) may avail same type of services from more than one service provider.
 - d) can ask for additional documents & information for evaluation of bid.
15. We hereby confirm that there is no loan taken or charge created on the property where space is being offered.
 or-
 The property where the space is being offered is under charge of (Name of the lender/ charge holder). NoC from them along with certificate that the loan is fully regular & being timely repaid is attached herewith. (Strike-off, which is non-applicable)
16. We are aware that besides the initial RFP document, the company may post additional information/ Amendments/ Addenda/ Corrigenda/ Extension of Dates/ Clarifications/ Responses to service providers' queries regarding the RFP on its website. We have gone through the company website and this submission confirms with the information/ Amendments/ Addenda/ Corrigenda/ Extension of Dates/ Clarifications/ Responses to

service providers' queries posted till date mentioned in Document Control Sheet.

17. In case we need to amend our RFP submission as per any further posting on related information on its website we shall submit another sealed revised RFP.
18. We declare that our agency has never been involved in providing services to any anti-social groups/ outlawed organization and / or our agency has never been involved in any kind of fraud/legal cases arises out of.
19. We are agreeable to execute agreement, indemnity, Non-Disclosure Agreement to the satisfaction of RHFL.
20. In this RFP bidding process service provider, following person(s) have been authorised to represent us. All actions of these persons in matter of this RFP & subsequent contract should be binding on us unless contrary information is provided. Certified copy of power of attorney authorizing them &/or related chartered documents have been attached as part of enclosure - Signatures of these person(s) are there in PoA.

	Authorised Person -I	Authorised Peron-II
Name		
Designation		
Mobile No		
Landline No. (with STD)		
Email Id		

if there are more than 2 authorized persons, respective details can be provided in additional columns.

21. We hereby provide details of contact person(s) in addition to authorized persons, who can be contacted in our organization for matters related to this RFP.

	Authorised Person -I	Authorised Peron-II
Name		
Designation		
Mobile No		
Landline No. (with STD)		
Email Id		

if there are more than 2 contact persons in addition to authorized persons, respective details can be provided in additional columns (mobile no. & email ids should be provided for authorised & contact persons)

22. As token of our going through all the details furnished in the RFP and accepting all the terms & conditions unconditionally, we are herewith attaching a set duly signed & stamped on all pages containing the original RFP document and additional addenda/ corrigenda or any other related information posted by the company on its website in matter of the RFP.

Signature of the authorized person:

Name of the signatory:
(Block capital letters)

Dated This

Seal of the Vendor:

Place:

Date:

Annexure I A

Details of Bidder

1.	Name & Address of Bidder				
2.	Registered / Head office Address				
3.	Type of entity / Constitution				
4.	Date of registration / Establishment				
5.	PAN				
6.	GSTIN Number				
7.	List of customer(s) for storage services				
8.	Storage services being provided since				
9.	Details of ownership	Name	Designation	PAN	Address
10.	Bank A/c Details	Bank Name: Br. Address: A/C No:			
11.	Competent Authority for dispute resolution				
12.	Address for Notices				

Signature of the authorized person _____

Name of the Signatory (in block capital letters) _____

Seal of the Vendor _____

Date: _____

Annexure I B

Score sheet for Physical Document Management System

Sr.	Particulars	Maximum Marks	Criteria
1.a	Ownership of Premises	10	
	Owned		10
	Leased – Residual lease period more than 20 years		8
	Leased – Residual lease period more than 15 years		6
	Leased – Residual lease period more than 10 years		4
	Leased – Residual lease period more than 66 Months		2
1.b	Whether the leased or owned property is free from all encumbrance for the contract period		2
2.a	Proximity to nearest fire station	5	
	Less than 5 kms		5
	Between 5 and 10 kms		3
	Between 10 and 20 kms		2
	Between 20 and 30 kms		1
	More than 30 kms		0
2.b	Accessibility	3	
	Distance from CDR of RHFL		
	< than 25 km		3
	25 KM and 50 Km		2
	50 KM and 100 km		1
3	Facility of landline telephone connection and emails access at site	2	2
4	Whether the availability of system & Software for maintaining records of documents received, stored and retrieved. The system should be able to identify the documents based on ref. no. given by the bank.	5	
	Multiuser system with real-time backup at distant location + secured view access to bank users		5
	Multiuser system with real-time backup at distant location		3
	Multiuser system without real-time backup at distant location		2
	Standalone system with real-time backup		2
	Standalone system without real-time backup		0
5	Size of the Strong room readily available	3	

	20000 Sft		3
	15000 Sft		2
	10000 Sft		0
6	CCTV	2	
	CCTV data storage – 90 days		2
	CCTV system access restricted and secured		1
7	Experience in the field for custodian, management and related services.	8	
	More than 10 Years		8
	Between 5 to 10 Years		4
	Less than 5 years		0
8	Public Sector Banks availing services for custodian, Management and related services (to be supported by satisfactory service certificate)	5	
	One mark per Bank/PSU (one mark per client, maximum up to 5)		5
9	Banks and Housing Finance Companies maintaining Customers property document (to be supported by satisfactory service certificate)	5	
	One mark per institution (one mark per client, maximum up to 5)		5
	Total	50	

Signature of the authorized person: _____

Name of the signatory (in block capital letters) _____

Seal of the Vendor: _____

Place :.....

Date:.....

Annexure I C

Score Sheet for Digital Document Management System

Sr.	Particulars	Maximum Marks	Criteria
1	Capacity of Scanner / Digitizing per hour	5	
	More than 10000 pages per hour		5
	Between 5000 to 10000 pages per hour		3
	Between 2000 to 5000 pages per hour		2
	2000 pages per hour		1
2	Disaster Recovery Setup for Storage server		
	Disaster Recovery updation on Real-time to DR Server	5	
	Disaster Recovery updation at least once daily to DR Server		5
	Disaster Recovery updation at least once weekly to DR Server		3
	Disaster Recovery updation at least once Monthly to DR Server		2
3	Certification (ISO27001, ISO9001:2008, CMMi Level 3)	9	
	Certification (ISO27001)		3
	Certification (ISO9001:2008)		3
	Certification (CMMi Level 3)		3
4	Experience in the field for Document digitization storage and management	5	
	More than 5 years		4
	Between 3 to 5 years		3
	Less than 3 years		2
5	Public Sector Banks availing services for Digitization / Digitization & Storage. (to be supported by satisfactory service certificate)	10	
	Two marks per Bank/ PSU (two marks per client, maximum upto 10 for digitization only)		10
6	Provision of providing access to Bank users to download scanned images through secured web based application based on internet connectivity	4	4
7	Application process Interface (API) availability for web based integration with our Bank application	4	4
8	Secured access and complete audit trail of stored images	4	4
9	Storage of data in encrypted in SSL/https format while in transit and in AES 256 while at rest	1	1
10	Storage should be in hardened state.	2	2
11	Availability of BCP at vendor's site	1	1
	Total	50	50

Signature of the authorized person: _____

Name of the signatory (in block capital letters) _____

Seal of the Vendor: _____

Date: _____

ANNEXURE II

COMMERCIAL BID FORM

REP for Custodial, Document Management (Physical and Digital) and other related Services

Sl.No.	Activity	Rate (Rs) (A)	No (B)	Value (Rs) (AXB)
1	Maintenance of Documents			
	-Immediate			
	-Annual Additions			
2	Retrievals on closure of loan accounts. (permanent retrieval)			
3	Retrievals for temporary purpose.			
4	Scanning and Digitizing			
	-Immediate			
	-Annual Additions			
Total				

Note

- GST applicable on actual shall be reimbursed over & above these rates. Any other taxes / cess/ toll / duty etc., will be borne bidder.
- Price escalation of 5% on initial price quoted by the bidder is permitted every year, at the sole discretion of the company.

We declare all the terms & conditions as per the RFP are agreeable to us.

Signature of the authorized person.....

Name of the signatory (in block capital letters).....

Seal of the Vendor.....

Date :.....

Place :.....

ANNEXURE-III

FORMAT FOR UNCONDITIONAL ACCEPTANCE OF TERMS & CONDITIONS OF THE RFP

(To be submitted on the Company's Letter Head)

The General Manager (Admin),

Repco Home Finance Ltd.,
Third Floor, Alexander Square, New No: 2,
Sardar Patel Road, Guindy,
Chennai - 600 032

**Ref: RFP for Custodial, Document Management (Physical and Digital)
and other related Services**

This is to confirm that we unconditionally accept all the terms and conditions as mentioned in the said RFP/Bid Document floated by RHFL Ltd. for Custodial, Document Management (Physical and Digital) and other related Services. The period of contract is five (5) year from the date of award of the contract and shall be further extendable up to 6 (Six) months with mutual consent.

Signature :

Name of the authorised signatory

Designation

Company Seal.

ANNEXURE-IV

SELF DECLARATIONS

The General Manager (Admin),

Repco Home Finance Ltd.,
Third Floor, Alexander Square, New No: 2,
Sardar Patel Road, Guindy,
Chennai - 600 032

**RFP for Custodial, Document Management (Physical and Digital)
and other related Services along with related services**

We, (name and designation) on behalf of [] having its registered office at [] have submitted a Bid proposal to RHFL for Custodial, Document Management (Physical and Digital) and other related Services in response to the Request for Proposal (RFP) dated Issued by RHFL.

We are duly authorized persons to submit this undertaking:-

We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to all terms and conditions of the aforesaid RFP.

We do not have any business relationship with RHFL including its directors and officers which may result in any conflict of interest between us and RHFL. We shall on occurrence of any such event immediately inform the concerned authorities of the same.

We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.

We have provided with all necessary information and details as required by RHFL and shall provide with such additional information's may be required by RHFL from time to time.

Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector banks, statutory, regulatory, or investigative agencies in India or abroad in the last 5 years.

There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.

All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We

have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.

We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to RHFL.

It is further certified that we have not modified or deleted any text/matter in this RFP.

Signature :

Name of the authorised signatory

Designation

Company Seal.