

NOTICE – 1 - Amendment Corrigendum

Date: 04/03/2022

S.No.	Page No / Clause No.	Original Clause	Amended Clause
1	6 (4)	<p>Last Date of Submission/ Closing Date in Online & Offline Mode</p> <p>Last Date of Submission/ Closing Date in Online & Offline Mode</p> <p>Last Date of Submission of RFP Response: 09/03/2022 03:00 P.M</p>	<p>Last Date of Submission of RFP Response: 30/03/2022 03:00 P.M.</p>
2	29	<p>Bid Security (Earnest Money Deposit)</p> <p>... form provided in the Bidding Documents (Annexure - V)</p>	<p>ANNEXURE - XVIII - BID SECURITY FORM</p> <p>... form provided in the Bidding Documents (Annexure-XVIII)</p>
3	33 & 169 (8)	<p>Eligibility Criteria</p> <p>Bidder should have experience of minimum 7 years in providing Software Solution/ IT based Services.</p> <p>Copy of the purchase order and / or Certificate of completion of the work. The Bidder should also furnish letter from the institution quoting the period and nature of services provided. Details to furnished as per Annexure-XV.</p>	<p>Bidder should have experience of minimum 7 years in providing Software Solution/ IT based Services.</p> <p>Copy of the purchase order or Certificate of completion of the work mentioning satisfactory working of the solution along with broad Scope of Work, through e-mail can be submitted with certification from the Company Auditor. The mail copy to contain the contact details of the person who has sent the mail. Experience details to be furnished as per Annexure-XV.</p>
4	34 & 170 (12)	<p>Eligibility Criteria</p> <p>The bidder shall be the OEM/ Certified or authorized agent/ reseller/ partner of the proposed solution. The</p>	<p>The bidder shall be the OEM/ Certified or authorized agent/ reseller/ partner of the proposed solution. The bidder should</p>

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		<p>proposed solution quoted in this RFP should have been implemented by the bidder and is operational for not less than minimum 1 year as on the date of RFP. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India or globally.</p>	<p>have implemented Internet Banking or Mobile Banking in any of the Scheduled Commercial Banks in India / Payment Banks in India and is operational for not less than minimum 1 year as on the date of RFP. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India or globally.</p>
5	35	<p>Eligibility Criteria</p> <p>Attested photocopies of all relevant documents/ certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.</p>	<p>Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. In case, the bidder is unable to submit copies of PO due to Non-Disclosure Agreements executed with its customers, the bidder to furnish customer details with Institution name, project start date, duration of the project, broad scope of work, no. of user registrations etc. on their letter head and countersigned by their Company Secretary / Salutatory Auditor that the details furnished are verified and found correct.</p> <p>The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.</p>
6	38 (3)	<p>OEM's Omni-Channel Banking Experience: The OEM's Omni-Channel Digital Banking Product should have been implemented in one or more Scheduled Commercial Banks/ Payment Banks in India or any Bank</p>	<p>OEM's Omni-Channel Banking Experience: The OEM's Omni-Channel Digital Banking Product should have been implemented in one or more Scheduled Commercial Banks/ Payment Banks in India or any Bank Abroad during the last</p>

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		<p>Abroad during the last 5 years having a total business of more than 2,00,000 crores rupees as on 31.03.2021 (i.e. above 25 billion USD for Bank’s Abroad), of which atleast one installation should be in India. The platform should be operational for minimum of 1 years as on the date of bid submission.</p>	<p>5 years having a total business of more than 2,00,000 crores rupees as on 31.03.2021 (i.e. above 25 billion USD for Bank’s Abroad. However, higher weightage will be provided for installations carried out in India. Also, the platform should be operational for minimum of 1 years as on the date of bid submission.</p>
7	40 (9.4)	<p>Commercial evaluation</p> <p>Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to get the final commercial quotes of the bidder, through which Bank will identify successful Bidder for awarding contract. In the reverse auction, the bidder will be required to quote only total cost as mentioned in the commercial bid format (Part-II of RFP). The price quoted should be inclusive of all charges but exclusive of taxes only. The successful bidder has to submit price break up as per commercial bid format within two (2) days, post completion of reverse auction directly to the Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates. The commercial evaluation of bid will be through Reverse Auction (RA). The business rules and Terms & Conditions of Online Reverse Auction is furnished in Annexure - XVII.</p>	<p>The commercial evaluation of bids will be through Reverse Auction (RA). Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to get the final commercial quotes through which Bank will identify successful Bidder for awarding the contract based on QCBS method mentioned in the Evaluation Criteria (para-9) of the RFP document. In the reverse auction, bidder will be required to quote only total cost as mentioned in the commercial bid format (Part-II of the RFP). The price quoted should be inclusive of all charges but exclusive of taxes only. All the bidders who had participated in the Online Reverse Auction has to submit price break up as per the commercial bid format within Bank’s two (2) working days in Tamil Nadu, post completion of reverse auction, directly to the Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates. The commercial bids submitted by the bidders will be evaluated based on discounted total cost of ownership (Net Present Value (NPV). The business rules and Terms & Conditions of Online Reverse Auction is furnished in Annexure - XVII.</p>

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8	--	<p>New Addition:</p> <p>Commercial Bid evaluation through NPV method</p>	<p>Commercial Bid evaluation through NPV method:</p> <p>Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to get the final commercial quotes of the bidder, through which Bank will identify successful Bidder for awarding contract. The commercial bids submitted by the bidders will be evaluated based on discounted total cost of ownership (Net Present Value (NPV)). The discount rate will be used @ 10%. The key considerations of the TCO would be the total pay-outs for entire project through the contract period, discounted at 10% to arrive at the present value of the future cash outflows. The calculation performed by the Bank in this regard is as follows:</p> <ul style="list-style-type: none"> ➤ The discounted rate will be calculated on yearly basis based on the formula $A / (1+i/100)^n$ where A= Total Value in each Year; i=10% and n =Year. ➤ The Present Value will be calculated for all components where the payment is recurring year on year. The Present Value for the component will start from the year of purchase of that component / start of the services (AMC) and shall be calculated till the end year of the contract. Further n - number of period will be '0' in the year of purchase of that component / start of the services and subsequently increased by 1 for subsequent years.
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			<p>Any component / service for which the payment is a One Time Cost (OTC) the NPV cost of the deliverables / service for that year will be considered and the relevant year's NPV cost will be added as part of Present Value calculation for that year. Further the payment of the OTC component / services is not recurring in nature hence the present value for that component / services will be considered in the year of purchase only and not in subsequent years.</p> <p>The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.</p>				
9	72 (1.15)	<p>Licensing</p> <p>The License for the Platform to be Enterprise-wide perpetual level for all the modules/ system offered for the Bank's operations in India having initial two-year warranty and ATS from third year onwards.</p>	<p>The License for the Platform to be Enterprise-wide perpetual level for all the modules/ system offered for the Bank's operations in India.</p>				
10	76 (1.18.3)	<p>Hardware Sizing and Performance Requirement</p> <table border="1"> <tr> <td>Expected Response Time</td> <td> Response time for the end-user: < 2 seconds Server-side response time: < 1 ms </td> </tr> </table>	Expected Response Time	Response time for the end-user: < 2 seconds Server-side response time: < 1 ms	<p>Hardware Sizing and Performance Requirement</p> <table border="1"> <tr> <td>Expected Response Time</td> <td> Response time for the end-user: < 2 seconds Server-side response time: < 500 ms </td> </tr> </table>	Expected Response Time	Response time for the end-user: < 2 seconds Server-side response time: < 500 ms
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11	89 (13.a)	Payment Terms	Payment Terms – Revised Payment terms furnished below.
12	90 (13.b)	Payment on Onsite Support: The Successful bidder has to ensure availability of the manpower requirement as per the RFP. The payment for the Cost of manpower for onsite support & dedicated L3 onsite development engineer will be payable quarterly in arrears.	Payment of Onsite Support: The Successful bidder has to ensure availability of the manpower requirement as per the terms of the RFP. The payment for the cost of manpower for onsite support and dedicated L3 onsite development engineer will be payable monthly in arrears.
13	90 (13.c)	ATS of Software: The ATS cost after warranty period, shall be paid yearly in advance from the 3 rd year onwards for the subsequent years after Go-Live of MVP-IV.	ATS of Software: The ATS cost, shall be paid yearly in advance from the 1 st year onwards along with the payment of license fee payable for the particular year.
14	91 (c)	Change Requests / Enhancements in the Application Any version upgrades for the proposed solution should be provided without any cost to the bank during the contract period.	Change Requests / Enhancements in the Application Any minor version upgrades for the proposed solution should be provided without any cost to the bank during the contract period. A minor version is a small incremental version / patching provided by the OEM of the implemented software and does not call for any additional module or licenses. It comes as per the product release plans of the OEM and to be covered under ATS.

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			Any major version upgrades for the proposed solution should be provided at the mutually agreed commercials during the contract period.
15	91 (16)	Warranty / ATS The supplier has to provide 2 years onsite comprehensive warranty providing 24x7x365 support until completion of MVP-IV. The comprehensive ATS for 3 years is applicable after the initial warranty period of 2 years.	The supplier has to provide comprehensive warranty providing 24x7x365 support under the Annual Technical Support (ATS) for the entire period of the contract.
16	92 (19)	Maintenance Also, the successful bidder agrees to maintain the entire supplied Digital Banking Omni-Channel Platform, on 24x7x365 basis to ensure meeting the terms of the RFP. For any major break down such as application crash, the successful bidder must arrange for immediate onsite support for recovery and resumption of operations. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the contract period, all updates and upgrades should be free and must be implemented without any additional cost to the bank.	Also, the successful bidder agrees to maintain the entire supplied Digital Banking Omni-Channel Platform, on 24x7x365 basis to ensure meeting the terms of the RFP. For any major break down such as application crash, the successful bidder must arrange for immediate onsite support for recovery and resumption of operations. Maintenance support will also include installation of system updates and upgrades, providing corresponding updated manuals, and follow-up user training. During the contract period, any minor version upgrades of the proposed solution should be provided without any cost to the bank during the contract period.
17	92 (17)	Human Resource Requirements Bidder to provide the profile and list of the resources working on the project after kickoff meeting. Any change in the resources during the project shall be with the	Bidder to provide the profile and list of the key resources working on the project after kick-off meeting. Any change in

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		<p>permission of the bank and it will be the responsibility of the bidder to ensure that a replacement resource is assigned and available in the project with similar experience and sufficient knowledge transfer is carried out to ensure smooth functioning of the project. In case of any such events leading to deficiency in the project deliverables / functioning, the same will be treated as lack of performance on part of bidder.</p>	<p>such key resources during the project shall be with the permission of the bank and it will be the responsibility of the bidder to ensure that a replacement resource is assigned and available in the project with similar experience and sufficient knowledge transfer is carried out to ensure smooth functioning of the project. Provided however no such permission shall be required in case of Major illness, disability, death, termination of such key personnel established through furnishing acceptable documentary evidence to the effect to the Bank as the case may be. In case of any such events leading to deficiency in the project deliverables / functioning, the same will be treated as lack of performance on part of bidder.</p>																			
18	93 (23)	<p>Transfer of Ownership/ Title</p> <p>The successful bidder shall pass the title of ownership of the Licenses supplied under this Contract to Indian Bank on delivery of the material at the location(s) specified by bank.</p>	<p>The successful bidder shall pass the title of ownership of the Licenses supplied under this Contract to Indian Bank on payment of license charges by the bank to the successful bidder. The licenses delivered to the Bank should be perpetual in nature. However, the successful bidder/ OEM shall retain the Intellectual Property Rights (IPR) for the application software.</p>																			
19	95 (30)	<p>Penalty / Guarantees on Response to Errors</p> <table border="1"> <thead> <tr> <th rowspan="2">Issue Classification</th> <th colspan="2">From the date of Go Live of MVP-1</th> </tr> <tr> <th>Response Time</th> <th>Resolution Time*</th> </tr> </thead> <tbody> <tr> <td>Severity 1</td> <td>15 mins</td> <td>60 mins</td> </tr> </tbody> </table>	Issue Classification	From the date of Go Live of MVP-1		Response Time	Resolution Time*	Severity 1	15 mins	60 mins	<p>Penalty / Guarantees on Response to Errors</p> <table border="1"> <thead> <tr> <th rowspan="2">Issue Classification</th> <th colspan="3">From the date of Go Live of MVP-1</th> </tr> <tr> <th>Response Time</th> <th>Restoration Time*</th> <th>Resolution Time</th> </tr> </thead> <tbody> <tr> <td>Severity 1</td> <td>15 minutes</td> <td>30 mins</td> <td>8 hours</td> </tr> </tbody> </table>	Issue Classification	From the date of Go Live of MVP-1			Response Time	Restoration Time*	Resolution Time	Severity 1	15 minutes	30 mins	8 hours
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20	96 (33)	<p>Limitation of Liability</p> <p>Successful bidders aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.</p> <p>This limit shall not apply to third party claims for</p>	<p>Successful bidders' aggregate liability under the contract shall be at actual and limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.</p> <p>This limit shall not apply to third party claims for</p>														

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		<p>a. IP Infringement indemnity</p> <p>b. Bodily injury (including death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.</p>	<p>a. IP Infringement indemnity</p> <p>b. Bodily injury (including death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.</p> <p>In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.</p>
21	97 (34)	<p>Indemnity Clause</p> <p>If at the time of the supplying, installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.</p>	<p>If at the time of the supplying, installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party and such infringement arising from use of the Goods or software or hardware provided by supplier, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify and defend the Bank and keep it indemnified on that behalf.</p>

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			<p>The receiving party shall indemnify and keep indemnified, saved, defended, harmless against any loss, damage, reasonable costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.</p> <p>Bank shall notify the supplier in writing as soon as practicable when the Bank becomes aware of the claim, and cooperate with the supplier in the defense and settlement of the claims. The supplier shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the supplier with the assistance, information and authority reasonably necessary to perform the above.</p>
22	99 (39)	<p>Acceptance of Purchase Order</p> <p>Acceptance of purchase order should be submitted within 7 days of issuance of purchase order along-with authorization letter. If for any reason H1 bidder backs out after issuance of purchase order or the purchase order issued to the H1 bidder does not get executed in part / full, Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.</p>	<p>Acceptance of purchase order should be submitted within 15 days of issuance of purchase order along-with authorization letter. If for any reason H1 bidder backs out after issuance of purchase order (or) the purchase order issued to the H1 bidder does not get executed in part / full, Bank shall invoke Earnest Money Deposit (EMD) / Performance Bank Guarantee (PBG) and blacklist the bidder for a period of one year.</p>
23	101 (45)	<p>Termination for Convenience</p> <p>The Goods that are complete and ready for shipment within thirty (90) days after the Supplier's receipt of notice</p>	<p>The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of</p>

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		of termination shall be accepted by the Purchaser at the Contract terms and prices.	termination shall be accepted by the Purchaser at the Contract terms and prices.
24	104 (49)	<p>Negligence</p> <p>In connection with the work or contravenes the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.</p>	<p>In connection with the work or contravenes the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf, which can go upto the maximum the value of contract. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder. However, the cap on liability shall not be applicable in case of Gross negligence.</p>
25	104 (51)	<p>Inspections and Tests</p> <p>The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the software having previously been inspected, tested and passed by the Purchaser.</p>	<p>The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the software having previously been inspected, tested and passed by the Purchaser; provided such inspection, test or rejection is made within the Acceptance Period, and Supplier fails to provide any remedy.</p>

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26	107 (54)	<p>Other Terms and Conditions</p> <p>The Successful Bidder/ Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.</p> <p>The bidder shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad.</p>	<p>The Successful Bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions, or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/ Service Provider's employees, agents, contractors, subcontractors etc.</p> <p>The Successful Bidder shall also indemnify Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software(s), hardware(s) or any part thereof in India and abroad. Such indemnity shall be governed by the provisions of Clauses 36 and 38 of the RFP.</p>
27	109 (55.2) (iv)	<p>Representation and Warranties</p> <p>That there are</p> <ul style="list-style-type: none"> (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. 	<p>That there are</p> <ul style="list-style-type: none"> (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, which adversely affect/ may affect performance under this Contract;

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28	112 (55.7)	<p>Solicitation of Employees</p> <p>The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.</p>	<p>Either party, during the term of the contract shall not without the express written consent of the other party, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the other party in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the other party at any time to terminate his/ her relationship with the other party.</p> <p>This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.</p>
29	112 (55.9)	<p>Substitution of Team Members</p> <p>The BID should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.</p> <p>During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and</p>	<p>The BID should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.</p> <p>During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise; provided that</p>

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		<p>expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.</p>	<p>concurrency shall not be required for substitution due to (i) resignation; (ii) move for career aspirations; (iii) termination for cause; (iv) death or disability; (iv) prolonged absences due to medical reasons; or (v) loss of work authorisation/ right to work. If the Bank is not satisfied with the substitution due to the reason that the substitution is not of the same level of qualifications and expertise, the Bank reserves the right to terminate the contract and recovering an amount equal to 10% of the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.</p>
30	140	PART – II - Commercial Bid	PART – II - Commercial Bid – Revised Commercial Bid Format furnished below.
31	159 (3)	<p>Exemptions</p> <p>The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:</p>	<p>The obligations imposed upon either party herein shall not apply to confidential information, technical data or know how whether or not designated as confidential, that:</p>
32	168	<p>New Addition:</p> <p>ANNEXURE-XIII - CHECKLIST FOR THE RFP</p>	<p>The Bidder / OEM should submit a certificate to the effect that the latest version of the platform/ product is proposed to be delivered to the Bank as part of this RFP. The Bidder/ OEM to also confirm that any incremental versions/ patches/ bug fixes released as part of the current version will be delivered to the Bank within the scope of the ATS.</p>

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33	177 (10)	<p>LOWEST BID OF A BIDDER:</p> <p>In case the bidder submits more than one bid, the lowest bid will be considered as the bidder’s final offer to execute the work.</p>	<p>LOWEST BID OF A BIDDER:</p> <p>(a) In case the bidder submits more than one bid, the lowest bid will be considered as the bidder’s final offer to execute the work.</p> <p>(b) In case the technically qualified bidder invited to participate in the Online Reverse Auction (RA) does not participate in the RA process (or) does not submit a bid amount during the RA process, then the Indicative Commercial Bid submitted by the bidder during submission of the technical bid will be used for arriving at the H1 bidder under techno-commercial evaluation, as mentioned in the Evaluation Criteria (para-9) of the RFP document. This condition shall be binding on all technically qualified bidders.</p>
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Payment Terms:

The Bank shall make payments as follows:

a) Payment for License and Implementation Cost:

SNo	Specifications	Payment Schedule
1	License fee payment for the respective year	100% of License fee of the particular year
2	Annual Technical Support (ATS) Charges for respective year	Paid along with License Fee of the particular year
3	Setting up of Project Management Office (PMO) and deployment of required man power	5% of Implementation Cost
4	Gap Analysis of the existing functionalities and Sign-off of Business Requirement Document (BRD) by Bank and Successful Bidder	10% of Implementation Cost
5	Installation, Configuration of software / tools required for the proposed Platform in Primary, NDR, DR & UAT environment	15% of Implementation Cost
6	UAT sign off for MVP-I	10% of Implementation Cost
7	Go-Live of MVP-I	5% of Implementation Cost
8	UAT sign off for MVP-II	10% of Implementation Cost
9	Go-Live of MVP-II	5% of Implementation Cost
10	UAT sign off for MVP-III	10% of Implementation Cost
11	Go-Live of MVP-III	5% of Implementation Cost
12	UAT sign off for MVP- IV	10% of Implementation Cost

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13	Go-Live of MVP- IV	5% of Implementation Cost
14	After completion of Training	5% of Implementation Cost
15	After successful completion of final DR drill post MVP-IV	5% of Implementation Cost

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PART – II

Commercial Bid

(Indicative price bid to be submitted along with Technical Bid in a separate envelope and Final Price Breakup to be submitted after completion of Online Reverse Auction)

To

Assistant General Manager,
Indian Bank, Head Office Building,
Digitization Cell, 6th Floor,
Transformation Management Office Department,
66, Rajaji Salai, Chennai – 600 001.

Date:

Dear Sirs,

Sub: Request for Proposal for Supply, Installation, Customization and Maintenance of Digital Banking Omni-Channel Platform.

Ref: Your RFP No. CO/TMO/DBOC/01/2021-22 dated 28/01/2022

Further to online reverse auction conducted on _____, we submit hereunder the price breakup details of Servers as per the specifications.

Price Schedule:

A. License & Annual Technical Support (ATS) Cost:

Sr. No.	Particulars	Annual Recurring Fee					Total (Rs.) (Taxes Extra)
		Year-1 (Rs.)	Year-2 (Rs.)	Year-3 (Rs.)	Year-4 (Rs.)	Year-5 (Rs.)	
1	Cost of License fee						

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2	_____ % ATS on License Fee						
	Total License Fee + ATS [A]						

* The Licenses delivered to be **Enterprise-wide perpetual license for all the modules / platform** offered for the Bank's operations.

B. Implementation Cost:

Sr. No.	Particulars	Total (Rs.) (Taxes Extra)
3	Implementation – Including Design, Installation, Development, Customisation, Testing and Go Live*	
	Total Implementation Fee [B]	

* **Implementation Cost** – Will be paid in arrears in phases as per the milestones defined in the Payment Terms.

C. Onsite Support Charges & Cost of dedicated L3 onsite development engineer:

Sr. No.	Particulars	Annual Recurring Fee					Total (Rs.) (Taxes Extra)
		Year-1	Year-2	Year-3	Year-4	Year-5	
4	Onsite Support Charges*	(Quote 6 months charges only)					
5	Cost of one L3 development engineer **	- NA -					
	Total Services Fee [C]						

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**** Onsite Support** - The bidder to provide minimum 3 resources per shift (at 3 shifts per day) for handling the operations on 24x7x365 basis. The bidder to deploy required number of resources to maintain the defined SLA and ensure that the minimum count of personnel per shift per day is maintained. The service fee will be paid on monthly basis in arrears from the date of GOLIVE of MVP-1, till the end of the contract period. For 1st year, payment will be made on Pro-rata basis for the period from which the support engineers are available in Bank’s site.

**** L3 development engineer** - To be paid on monthly basis in arrears from start of the 2nd year till the end of the contract period.

D. Man-days cost for Change Requests (in case of fresh CRs not carried out through L3 onsite development engineer):

Sr. No.	Particulars	Per Man-day cost (in Rs.)	Bucket Size	Total Cost (in Rs.) (Taxes Extra)
6	Per Man-day Cost *		250 (person days)	

* Bank may avail bucket size of 250 person-days each, as per the actual requirements of the Bank.

Cost for 4 Bucket of 1,000 person-days (i.e. 250 x 4) [D]	Rs.
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E. Total Cost of Ownership (TCO) of the Project:

Total Cost of Ownership (TCO) = Table[A] + Table[B] + Table[C] + Table[D]:	Rs.
In words: Rupees	
.....	

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PRICE STATEMENT:

Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.

Total Cost of Ownership (TCO) for Integrated Digital Banking Omni-Channel Platform is for the entire contract period (inclusive of all duties, levies, freight, insurance, warranty/ AMC/ ATS, etc. and exclusive of all applicable taxes, is Rs. (in figures) Rupees (in words). Octroi/ Entry Tax if any, will be reimbursed on submission of original receipts.) is Rs. (in figures) Rupees (in words).

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

For

Office Seal

Place:

Date:

Name:

Designation:

(Authorised Signatory)

Mobile No:

Business Address:

Telephone No:

E-mail ID:

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ANNEXURE – XVIII

BID SECURITY FORM

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

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

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

(Signature of the Bank)

- NOTE:** 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.