

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024



REQUEST FOR PROPOSAL (RFP)

FOR

Design, Development, Maintenance and Customization of Portal

| | |
|--|----------------------------|
| RFP Reference No. | GEM/2024/B/4975231 |
| RFP Issuance Date | 27.05.2024 |
| Last Date of request for Queries/ Clarifications | 04.06.2024 |
| Date and time of Pre-Bid Meeting | 05.06.2024 |
| Last Date for receipt of bids | 19.06.2024 03:00 PM |
| Date and time of opening Technical bids | 19.06.2024 03:30 PM |

Issued by:

**Digital Business & Fintech Partnership Department
Indian Bank No.66, Rajaji Salai, Chennai - 600 001**

Email: fintech.ots@indianbank.co.in

Website: www.indianbank.in

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SCHEDULE [A]: IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION

| S. No | Particulars | Timeline |
|-------|--|--|
| 1 | Issuance Date of RFP (Date of RFP Issuance) | 27.05.2024 |
| 2 | Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting) | 04.06.2024 Format for seeking clarification is enclosed as Annexure-XI. |
| 3 | Pre-bid Meeting Date and Venue Details | 05.06.2024. through virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at fintech.ots@indianbank.co.in. on or before 04.06.2024 03:00 PM. Details of virtual pre-bid meeting would be communicated via e-mail to interested bidders separately. |
| 4 | Last Date of Submission/ Closing Date in Online Mode (Last Date of Submission of RFP Response) | 19.06.2024 03:00 PM. for online bid document submissions. |
| 5 | Eligibility cum Technical Bid Opening Date | 19.06.2024 03:30 PM |
| 6 | Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in para 9.1 of Section II of this RFP | Shall be intimated separately by the Bank through email. |
| 7 | Reverse Auction | The reverse auction will be conducted among those bidders who satisfy the eligibility criteria and qualify in technical evaluation. Further H1 elimination may be done as per the GeM guidelines defined in the GeM Bid Document, if more than 3 bidders are technically qualified. |
| 8 | Cost of RFP | Not Applicable |

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| 9 | Online Bid Submission Details | This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal. |
| 10 | Documents to be submitted physically by Bidders (Offline Mode) | <p>Bid Security (EMD) INR 12,00,000 in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Indian Bank) in favour of “Indian Bank” payable at Chennai.</p> <ul style="list-style-type: none"> • Account No.: 743848138 • Account Name: INDIAN BANK, H.O. Technology Management Department-II • IFSC Code: IDIB000H003 • Branch: Harbour |
| 11 | RFP Coordinator | <p>Mr. Arun N A (AGM, Indian Bank) Mr. Akshay Sharma (CM, Indian Bank) E-mail ID: fintech.ots@indianbank.co.in Contact No: 044-25279882</p> |

The RFP document can also be downloaded from:

Bank’s website: <https://www.indianbank.in>

Government e- Market Place (GeM) portal

Clarifications, modifications and date of extensions, if any, will be published in the Bank’s website and GeM portal only.

I. Note: Indian Bank, does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank’s designated office.

II. Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in **online mode only** through **Government e- Market Place (GeM) portal** (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP (as per Part-II of Section-V) along with the technical bid on the e-procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be called for opening of commercial bids.

1. Bidders should enrol/ register themselves on Government e- Market Place (GeM) portal before participating in bidding. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender

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documents. Except as provided in this RFP, any document sent by any other mode will not be accepted.

2. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
3. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.

III. The RFP document (along with addendums, if any) needs to be signed and stamped by the authorized signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums (if any).

IV. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by:

General Manager
Digital Business & Fintech Partnership Department-Region II.
Indian Bank, Head Office,
66,Rajaji Salai,Chennai-600001.

SCHEDULE [B] GLOSSARY OF TERMS

i) Following terms are used in the document interchangeably to mean:

1. Bank refers to “Indian Bank (IB)” including its Branches, Administrative offices, processing centres/HUBS, cells and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks).
2. Recipient, Respondent, Consultant, Consultancy firms, Bidder, Applicant means the respondent to the RFP document.
3. RFP means the “Request for Proposal” document.
4. Proposal, Bid means “Response to the RFP Document”.
5. Tender means RFP response documents prepared by the Bidder and submitted to “Indian Bank”.
6. Selected bidder and the Bank shall be individually referred to as “party” and collectively as “parties”. The terms, Successful bidder and the Bank are also referred as Supplier/ Service provider and Purchaser respectively.
7. The term “Bid” & “Quote/ Quotation” bears the same meaning in this RFP.
8. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.
9. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

ii) Other Terms and abbreviations:

| Sl. No. | Terms used in the RFP | Terms and abbreviations |
|----------------|------------------------------|---|
| 1 | GOI | Government of India |
| 2 | RBI | Reserve Bank of India |
| 3 | IBA | Indian Banks’ Association |
| 4 | GFR | General Financial Rules |
| 5 | POA | Power of Attorney |
| 6 | IMPS | Immediate Payment Service |
| 7 | NEFT | National Electronic Funds Transfer |
| 8 | RTGS | Real Time Gross Settlement |
| 9 | CTS | Cheque Truncation System |
| 10 | IEM | Independent External Monitor |
| 11 | DPIIT | Department for Promotion of Industry and Internal Trade |
| 12 | MSE | Micro and Small Enterprises |
| 13 | MSME | Micro, Small & Medium Enterprises |

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| 14 | LLP | Limited Liability Partnership |
| 15 | OEM | Original Equipment Manufacturer |
| 16 | EMD | Earnest Money Deposit |
| 17 | WCS | Weighted Commercial Score |
| 18 | WTS | Weighted Technical Score |
| 19 | SOW | Scope of Work |
| 20 | TCO | Total Cost of Ownership |
| 21 | API | Application Programming Interface |
| 22 | PBG | Performance Bank Guarantee |
| 23 | CASA | Current Account Savings Account |
| 24 | ISO | International Organization for Standardization |
| 25 | GST | Goods and Services Tax |

Any term used in this document and not specifically defined herein will have the same meaning as provided in relevant RBI regulations and/ or RBI/IBA guidelines and in case of any dispute the decision of the Bank shall be final and binding.

Confidentiality:

*This document is meant for the specific use by the Bidder/s to participate in the current tendering process. This document in its entirety is subject to Copyright Laws. Indian Bank expects the Bidders or any person acting on behalf of the Bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. **The Bidder/s do hereby undertake that they shall hold the information received by them under this RFP process or the contract "in trust" and they shall maintain utmost confidentiality of such information. The Bidders have to agree and undertake that (a) They shall maintain and use the information only for the purpose as permitted by the Bank (b) To strictly allow disclosure of such information to its employees, agents and representatives on "need to know" basis only and to ensure confidentiality of such information disclosed to them. The Bidders will be held responsible for any misuse of information contained in this document or obtained from the Bank during course of RFP process, and liable to be prosecuted by the Bank in the event such breach of confidentiality obligation is brought to the notice of the Bank. By downloading the document, the interested parties are subject to confidentiality clauses.***

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SCHEDULE [C] DISCLAIMER

The information in this Request for Proposal (“RFP”) document provided to bidders or applicants whether verbally or in documentary form by or on behalf of Indian Bank, is under the terms and conditions set out in this RFP document and shall also be subject to all other terms and conditions to which such information is generally made available. This RFP document is not an agreement, offer or an invitation by Indian Bank to enter into an agreement/contract in relation to the service but is meant for providing information to the applicants who intend to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). This RFP is designed with the purpose to assist the applicants/ Bidders to formulate their proposal and does not claim to provide all the information that may be required by the applicants/ Bidders.

Each Bidder may conduct its own independent investigation and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP. Indian Bank and its directors, officers, employees, respondents, representatives, agents, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updation, expansion, revision, and amendment. It does not purport to contain all the information that a Bidder may require. Indian Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the bidders or any of their respective officers/ employees or published in the Bank’s website and/or GeM portal. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

It shall be the duty and responsibility of the Bidders to ensure about their legal, statutory and regulatory eligibility and other competency, capability, expertise requisite for them to participate in this RFP process and to provide all the services and deliverables under the RFP to the Bank.

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

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Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and GeM Portal and it will become part and parcel of RFP.

Indian Bank reserves the right to reject any or all the bids/proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Indian Bank shall be final, conclusive and binding on all the parties.

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SCHEDULE [D] GENERAL INFORMATION

Indian Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for identification of a Bidder (Service Provider) for Design, Development, Maintenance and Customization of Portal.

Shortlist of Bidders shall be prepared after evaluation of the technical Bids submitted by the bidders participated in this RFP.

Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

Details of the objectives, scope of the services, eligibility and qualification criteria, data & documents required (if any) to be submitted along with RFP. Criteria that would be adopted for evaluation of the responses for short listing and other information is contained in the RFP document.

The RFP document can be downloaded from GeM portal or from the Bank’s website www.indianbank.in.

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SCHEDULE [E] OVERVIEW OF INDIAN BANK

Indian Bank, with Corporate Office in Chennai was established as part of the Swadeshi Movement on August 15, 1907.

Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1st April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14/02/2021. In the last 115 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, Bank fine-tuned its strategies and undertook several structural and operational changes and earned a coveted position in the Indian banking industry. Bank's foremost priority has been to serve the people and its nation.

The Bank has two subsidiaries viz., IndBank Merchant Banking Services Ltd and Ind Bank Housing Ltd. Bank also has two joint ventures namely Universal Sompo General Insurance Company Ltd. and ASREC (India) Ltd.

The Bank has three sponsored Regional Rural Banks viz, Saptagiri Grameena Bank headquartered at Chittoor (Andhra Pradesh), Tamil Nadu Grama Bank; headquartered at Salem (Tamil Nadu) and Pudukkottai Bharathiar Grama Bank headquartered at Pudukkottai (UT of Puducherry).

The Bank has been pioneer in developing many digital products and received many awards on digital front.

Bank has been making profit continuously since 2002 and has been self-sustaining in terms of capital adequacy.

VISION:

“Delivering excellence in financial services through customer focus, employee engagement and sustainable growth”

MISSION:

- Bring the best of innovation and technology in our offerings
- Be responsive to the unique needs of every customer through all channels of choice
- To provide value to stake holders
- Empower and engage our employee

As on 31st March 2024, Bank's total Global business reached Rs.12.22 Lakh Cr. consisting of Deposits at Rs.6.88 Lakh Cr and Advances at Rs.5.34 Lakh Cr.

As on 31st March 2024 Bank has Pan-India network with 22,082 touch points including 5847 Brick & Mortar branches including 3 DBUs, 4937 ATMs/BNAs, 11,297 Business

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Correspondents. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo.

Bank had always been a forerunner in offering digital products which provide hassle free, convenient and safe transaction facilities to enhance customer experience, meeting their expectations as the country gears itself for riding on the digital wave. After the amalgamation, the Bank is poised to grow on both business and profitability fronts. The emphasis will be to leverage operational efficiencies, cost synergies and new opportunities in terms of Brand and reach to deliver enhanced customer experience. The focus will be on increasing the CASA share in deposits while looking at diversified growth in credit. Cost optimisation and increasing revenue with focus on fee income, improving recovery and containing NPAs will be levers to improve bottom line.

Technology Environment

Indian Bank has all its branches on Core Banking Solutions, has a range of customer centric and other solutions like full suite of Core Banking Solution, payment systems like IMPS, NEFT, RTGS, SWIFT, CTS, etc., alternate delivery channels viz., ATM, e-Kiosk, Internet Banking, Mobile Banking, e-payment of Taxes, Utility Bill, Ticket, Donation, etc., SMS alerts and Corporate Net Banking. Bank has launched an integrated mobile app having various functionalities with biometric / face id login.

As a part of enhancing customer experience, Bank has also launched an AI-Chatbot ADYA, that is currently available on Bank's website and Mobile Banking App as an additional interface for answering customer queries and lead generation.

Bank is in the process of implementation of Digital Banking Omni Channel Platform (Mobile Banking/Internet Banking) and Digital Lending Platform.

For further details, please visit Bank's website www.indianbank.in

SECTION – I

REQUEST FOR PROPOSAL (RFP)

Indian Bank is a Public Sector Bank, headquartered at Chennai. The Bank has Pan-India network with 22,082 touch points including 5847 Brick & Mortar branches including 3 Digital Banking Units, 4937 ATMs/BNAs, 11,297 Business Correspondents and serves over 100 million customers. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo. As on 31st March 2024, Bank's total Global business reached Rs. 12.22 Lakh Cr consisting of Deposits at Rs.6.88 Lakh Cr and Advances at Rs.5.34 Lakh Crores

Bank's Information Systems and Security processes are certified with ISO27001:2013 standard and is among very few Banks certified worldwide. It has overseas branches in Colombo, Singapore including a Foreign Currency Banking Unit at Colombo and Jaffna and an offshore banking unit in Gift City. Post-merger with Allahabad Bank, Indian Bank is the seventh largest bank in the country.

The Bank is interested in identifying vendor for design, development, maintenance and customization of Portal.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. The Bidders should enrol/ register themselves on GeM portal before participating in bidding. **Bids have to be submitted online only through GeM portal.** The Commercial Bid (Part II) will be submitted separately along with the bid document. Further Bank will conduct reverse auction on GeM portal to identify the L1 Bidder, as per the terms defined in the tender document.

Interested eligible bidders may submit their quotation for Design, development, maintenance and customization of Portal as specified in Part-I as per the following procedure:

1. Bidders should Apply through GeM Portal only. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Bid Documents submitted/sent by any other mode will not be accepted.
2. **Part-I** contains compliance details of the specifications for which Bid is called for. No column shall be left blank or altered.
3. **Part-II** – Commercial along with price break up details to be submitted separately along with the bid documentation (Closed bidding process). After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.
4. Part-I (as per Section-V - Technical & Functional Specifications) & Part-II (as per Section-V - Commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions,

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the quotations will be liable for rejection. The price quoted in the Commercial bid should be unconditional and should not contain any strings attached thereto. The bids which do not conform to our specifications will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.

6. **MAKE IN INDIA**

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 & its amendment (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

- i. Definitions: For the purpose of this RFP
 - a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
 - c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
 - d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
 - e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a RFP, bidding process or other procurement solicitation as adjudged in the evaluation process as per the RFP or other procurement solicitation.
 - f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

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- ii. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement
 - a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
 - b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- iii. Purchase Preference
 - a. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
 - b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier', as per following procedure:
 - 1. In case there is sufficient local capacity and competition for the item to be procured, as noted by the nodal ministry, only class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'
 - 2. In other cases, 'Class II local suppliers may also participate in the bidding process along with 'Class-I local suppliers' as per provisions of this Order.
 - 3. If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity, the contract will be awarded to all the qualified bidders as per the award criteria stipulated in the bid document. However, in case 'Class-I local suppliers' do not qualify for award for contract for at least 50% of the tendered quantity, purchase preference will be given to the 'Class-I local suppliers' over 'Class-II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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4. First purchase preference will be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', falling within 20% margin of purchase preference, and so on.
 5. To avoid any ambiguity during bid evaluation process, Bank may stipulate its own RFP/tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local suppliers' within the broad policy guidelines stipulated in sub-paras above.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
 - v. Verification of Local Content:
 - a. The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
 - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
 - vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders

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from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.” Declaration to be submitted by bidder as per Annexure-VIII.

7. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. The bidders to submit declaration for claiming MSE Benefits as per Annexure-VI.

8. **RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:**

As per Ministry of Finance, Department of Expenditure, Public Procurement Division's office memorandum F.No.6/18/2019-PPD dated 23.07.2020, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFR) 2017, any bidder from a country which shares a land border with India will be eligible to bid either as a single entity or as a member of a JV / Consortium with others, in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Political & Security clearance from the Ministries of External and Home Affairs respectively will be mandatory.

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

“The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority”

Definitions pertaining to “Restriction of Bidders from Countries sharing Land Borders with India” Clause Bidder” (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" means:

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership (LLP), the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders' agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

9. Please note that

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- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.
- (iii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
- (iv) All pages of the Bid document, Clarifications/Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.
- (v) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- (vi) Nothing in this RFP shall obligate either Party to enter into any further Agreements.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.

Note: Either the Bidder on behalf of the Principal/ OEM or the Principal/ OEM themselves can participate in the bid, but both cannot bid simultaneously for the same solution.

SECTION-II INSTRUCTIONS TO BIDDERS

1. Introduction

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank in terms of this RFP. Failure to furnish all information required in the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank shall not be responsible for the same.

2. Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held through Video Conference/ Skype/ Web-ex on **05.06.2024 at 3.00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before 04.06.2024.

Email id : fintech.ots@indianbank.co.in

In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by sending an email on above mentioned email id on or before 04.06.2024.

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: <https://www.indianbank.in> and GeM portal.

3. Amendment of bidding documents

- a) At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
- b) All prospective bidders who are eligible for pre-bid meeting, will be communicated of the details of amendments and clarifications. The amendments if any, will be published in Bank website and in the GeM Portal and will form part of the Bidding document.

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- c) Any bid submitted by a bidder under this RFP process cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

4. Technical Bid

The Bidder shall furnish as part of its technical bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract.

The documentary evidence of the Bidder's eligibility to bid and qualifications to perform the Contract if its bid is accepted, shall establish to the Bank's satisfaction that, the Bidder has the financial and technical capability necessary to perform the Contract and that, the Bidder meets the qualification requirements.

Any bid document not accompanied by the above will be rejected.

5. Commercial Bid

At the time of submission of technical bid, Bidder has to submit the commercial bid. The commercial bids submitted by the bidder will be considered as the sealed online bid for the RFP. The commercial bids of technically qualified bidders will be opened by Bank and reverse auction will be conducted for the RFP. The GeM may eliminate the H1 bidders from the reverse auction process as per the elimination rule defined in the GeM bid document (if more than 3 bidders are technically qualified) and intimation will be sent by GeM to those bidders who are eligible for the reverse auction, after H1 elimination. The final price quoted by bidders during reverse auction will be taken as the commercial offer of that bidder. In case bidder/s doesn't quote any price in the reverse auction, then Bank will consider the online commercial bid submitted by bidder/s at the time of technical bid as their final commercial offer and bid will be evaluated accordingly.

6. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/ by email, and no change in the substance of the bid shall be sought, offered, or permitted.

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

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7. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (Annexure - IV) for a sum of Rs.12,00,000/- (Rupees Twelve Lakhs only) valid for 225 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

Unsuccessful Bidders' Bid Security will be discharged or returned. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

The bid security may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity

or

- b) In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time from the date of issue of purchase order, or to furnish performance security.

8. Cost of Bid Document

Not Applicable.

9. Evaluation Criteria

| S. No. | Evaluation Criteria | Maximum Marks | Minimum Marks | Minimum Passing Percentage |
|--------------|-----------------------|---------------|---------------|----------------------------|
| 1 | Bidder's Experience | 30 | 15 | 50% |
| 2 | Product Demonstration | 20 | 10 | 50% |
| Total | | 50 | 25 | 50% |

Distribution of Marks for the above Evaluation Criteria

a. Bidder's Experience (30 Marks)

| Sr. No | Parameters | Sub- Parameter | | Max Marks |
|--------|-----------------|--------------------|-------|-----------|
| 1 | Company Profile | Years of Operation | Marks | 10 |
| | | 5-7 years | 5 | |

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| | | | | | | | | | | |
|---|--|---|---|----------|----------------|----|----------------|---|--|----|
| | | > 7 years | 10 | | | | | | | |
| 2 | Implementation Experience Bidder's Experience in development of portal for Government Department (Purchase Order along with Completion certificate to be submitted) | <table border="1"> <tr> <td>Total no. of projects executed/ implemented/ completed under the applied category as on date of RFP</td> <td>Marks</td> </tr> <tr> <td>> 5</td> <td>10</td> </tr> <tr> <td>3-5</td> <td>5</td> </tr> </table> | Total no. of projects executed/ implemented/ completed under the applied category as on date of RFP | Marks | > 5 | 10 | 3-5 | 5 | | 10 |
| Total no. of projects executed/ implemented/ completed under the applied category as on date of RFP | Marks | | | | | | | | | |
| > 5 | 10 | | | | | | | | | |
| 3-5 | 5 | | | | | | | | | |
| 3 | Employees on Rolls (Domain Professionals) Self declaration to be submitted. | <table border="1"> <tr> <td>HR strength- % of Skillset (Domain Professional on Payroll/Total employees on Payroll)</td> <td>Marks</td> </tr> <tr> <td>More than 40 %</td> <td>5</td> </tr> <tr> <td>Less than 40 %</td> <td>3</td> </tr> </table> | HR strength- % of Skillset (Domain Professional on Payroll/Total employees on Payroll) | Marks | More than 40 % | 5 | Less than 40 % | 3 | | 5 |
| HR strength- % of Skillset (Domain Professional on Payroll/Total employees on Payroll) | Marks | | | | | | | | | |
| More than 40 % | 5 | | | | | | | | | |
| Less than 40 % | 3 | | | | | | | | | |
| 4 | ISO27001:2022 certified companies. | <table border="1"> <tr> <td>Yes</td> <td>5</td> </tr> <tr> <td>No</td> <td>0</td> </tr> </table> | Yes | 5 | No | 0 | | 5 | | |
| Yes | 5 | | | | | | | | | |
| No | 0 | | | | | | | | | |
| | Total | | | 30 marks | | | | | | |
| | Marks for becoming eligible | | | 15 Marks | | | | | | |

b. Product Demonstration (20 Marks)

| | | | |
|---|-------------------|--|--|
| 1 | Presentation/Demo | The presentation/Demo to cover the following areas: (i) Company Profile | |
|---|-------------------|--|--|

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| | | |
|--|---|----|
| | <ul style="list-style-type: none"> (ii) Specific area as mentioned in the scope of work (iii) Demo on projects/use cases / solutions / products / services (iv) Architecture - Deployment Type / System Compatibility / Infrastructure (v) Functional Specifications (vi) Support services – Service Level Agreements (SLAs) / Troubleshooting / Customer Service / IT resilience. (vii) Company Profile (viii) Specific area as mentioned in the scope of work (ix) Demo on projects/use cases / solutions / products / services (x) Architecture - Deployment Type / System Compatibility / Infrastructure (xi) Functional Specifications (xii) Support services – Service Level Agreements (SLAs) / Troubleshooting / Customer Service / IT resilience. (xiii) Technology Channels (xiv) IT security & Data protection. (xv) Payment security mechanism (xvi) HR strength focusing on skillset/domain Any other relevant areas | 20 |
| | Total Marks | 20 |
| | Marks for becoming eligible | 10 |

9.1 Eligibility Criteria

Bank is looking for eligible bidders for design, development, maintenance and customization of Portal. Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfil any of the following eligibility criteria are liable for rejection.

The bidder must fulfil the criteria mentioned in the table below in order to bid for this RFP:

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| Sl. No. | Eligibility Criteria | Supporting Documents |
|---------|---|---|
| 1 | The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and been in operation in India for at least 5 years as on date of publishing RFP. | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of Memorandum and Articles of Association/ Partnership Deed to be submitted along with GST registration certificate. |
| 2 | The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. (or) The Bidder is from such a country and has been registered with the Competent Authority i. e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and submit the proof of registration herewith. | Undertaking as per Annexure-VII to be submitted. |
| 3 | The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners has not participated in the bid process. | Self-certified letter signed by authorized official of the bidder to be submitted. |
| 4 | The Bidder must have an average turnover of minimum Rs.15 crores each during the last 03 (three) financial years i.e. FY 2021-22, FY2022-23 and FY 2023-24. | Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed. CA certified Provisional financial statement along with profit and loss statement to be submitted for F.Y 2023-24. |
| 5 | The Bidder should have positive net worth during the last 03 (three) financial years i.e. FY 2021-22, FY2022-23 and FY2023-24. Also, the net worth should not have eroded by more than 30% (thirty percent) in the last three financial years, ending on 31.03.2024. | Copy of the audited financial statement along with profit and loss statement for corresponding years. Certificate of the statutory auditor for the positive net worth. |

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| | | |
|---|---|--|
| | | CA certified Provisional financial statement along with profit and loss statement can be submitted for F.Y 2023-24. |
| 6 | The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. | A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same as per Annexure-II. |
| 7 | Bidder should not be insolvent, in receivership, Bankrupt, or being wound up. | Self-Declaration on Bidder's Letterhead signed by the authorized signatory. |
| 8 | Bidder should have experience of minimum 5 years as on the date of RFP in providing/developing Software Solution/Portals. The bidder should have developed minimum three portals out of which one should have been developed for Government Department/Bank as on date of RFP. The platform should be in use /live as on date of publishing RFP. | 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 be furnished as per Annexure-XII. |
| 9 | The bidder shall be the OEM/ authorized implementation partner for supply of Licenses and solution implementation and maintenance support under warranty/ AMC of the proposed solution. OEM should have its development & support centre in India. This should be full fledged establishment and not created for the submission of this Bid. The modules provided by the successful bidder will be the property of the Bank which includes intellectual property right along with the source code of all the software/applications/scheme portal etc developed under the scope of this RFP.The service agency shall transfer all the licences of any proprietary tool/software under this tool to the Bank. | Bidder should specifically certify in this regard on company letter head. |

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| | | |
|----|---|--|
| 10 | The bidder should have at least 20 technical resources in India on its roles across areas such as Technical Architecture, Engineering/ Development/ Testers, Design Engineers, Business Analyst (in Banking/Government Department Domain etc.) – as on the date of RFP. | Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder. |
| 11 | The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy by RBI,SEBI,IRDAI and any other regulatory authority of India | Self- undertaking on company's letter head and demo/presentation during the evaluation |
| 12 | There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data. | Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder. Preference will be given for ISO27001:2022 certified companies. |

General Evaluation Criteria

- The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the eligibility of any Bidder. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document; non-submission of requisite number of copies of a document. Wherever necessary, observations on such 'minor' issues (as mentioned above) may be conveyed to the bidder by e-mail informing the bidder to respond by a specified date also mentioning therein that, if the bidder does not conform the Bank's view or respond by that specified date, their bid will be liable to be rejected. Depending on the outcome, such bids shall be ignored or considered further.
- Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

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9.2 Technical Evaluation Criteria

Total marks for technical and functional valuation is 50. Minimum cut-off mark for qualifying in the technical evaluation is 25 out of 50 marks.

9.3 Technical Evaluation

As per the details mentioned above.

9.4 Commercial evaluation

It may be noted that commercial bids will be subjected to following evaluation process

- Bank will open commercial bid of technically qualified bidders, as per GeM terms, and intimation will be given to eligible bidder to participate in the reverse auction process, through which Bank will identify successful Bidder for awarding contract.
- The commercial bids have to be submitted online along with other bid documents as per commercial bid format (Part-II of Section V of the RFP). The price quoted should be inclusive of all charges and taxes. The unit price for each line item should be comparable to prevailing market rates.

Correction of Error in Commercial Bid:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

- (a) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- (b) If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- (c) If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- (d) If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
- (e) If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

If the bidder does not accept the correction of errors, the bid will be rejected and EMD may be forfeited.

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10. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred in the RFP process, including presentations, demos and any other meetings.

11. Liabilities of the Bank

This RFP is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Bank and the bidder.

12. Bid and Proposal Ownership

The Bid submitted and all supporting documentation/ templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

13. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

- (a) The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition; and
- (b) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP; and
- (c) No attempt, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

14. Bifurcation of Total Cost of Ownership (TCO)

After the Reverse auction, successful bidder will have to provide bifurcation of TCO as per the line items mentioned in the table given below. The rates of each item will be subject to the Bank's approval.

Rates will be negotiated if any abnormal rates are quoted by selected L1 bidder.

Bidders quoting unrealistic prices for any of the component in the commercial bid submitted online may be rejected at the discretion of the Bank.

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| SI No. | Cost particulars | Amount in Rs. |
|--------|---|---------------|
| 1. | One-Time full Implementation Fee including integration with any System of department, Infrastructure setup, Licensing Cost etc. | |
| 2. | Server/Data Hosting/Infrastructure Cost | |
| 3. | Data Migration Cost | |
| 4. | Manpower Charges | |
| 5. | Annual Maintenance Charges. | |
| 6. | Operation Support Charges, if applicable | |
| 7. | As per Scope of Work | |
| | Total | |

- Indian Bank reserves the right to negotiate the price with the finally short-listed bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder.
- All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.
- Any time during the process of evaluation, Bank may seek specific clarifications from any or all Bidders. Any decision in this regard by the Bank shall be final, conclusive and binding on all the Bidders.
- Bid will be evaluated by a Committee of Officers/ Executives of the Bank. If warranted, the Bank may engage services of external agency/ consultant for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- If the commercial quote is incomplete either for not providing quote for required services. The Bank may in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete.

15. Other important terms and conditions

- The Bank shall not assume any ownership, liability, or responsibility in the event of any issues arising from the activities or services provided by the Bidder.
- The Bank shall not assume any ownership, liability, or responsibility in the event of any data & security breach.
- The Bank shall not be liable for any issues or errors that may arise in working and maintenance of the portal including any reports or output that may be generated through the said portal or any matter ancillary or incidental thereto.
- Bidder shall adhere to all the data security and privacy guidelines mandated by applicable laws and government agencies such as RBI, SEBI, IRDAI, Ministry of Electronics and Information Technology and other relevant regulatory bodies.
- Bidder shall not disclose, share, or misuse any data provided by the Bank / User Department and shall take all necessary measures to prevent unauthorized access, use, or disclosure of such data.
- Bidder shall implement robust security measures to protect data from unauthorized access, loss, alteration, or destruction.

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- The Bidder undertakes to ensure business continuity by submitting business continuity plan in case of termination of the Agreement.
- In the event of failure of the Bidder to satisfy the obligations listed in this Agreement or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another entity.
- The Bidder shall continue to provide services as per the terms of contract until the new service provider is appointed. During the transition phase, the Bidder shall render all reasonable assistance to the new Bidder. No additional cost shall be levied by the Service Provider on the Bank for ensuring smooth transition and continuity of services.
- Bidder shall be responsible for the maintenance, configuration and fault free operations of supplied portal and its maintenance during the warranty and post warranty period.
- In case of discrepancy in software supplied, it is the Bidder's responsibility to replace/repair the software immediately at the intimation of the Bank.
- Bidder shall host the data on Meity empanelled cloud as per convenience and requirement of user department.
- Bidder will conduct training for user department officials and/or Bank Staff as per the requirement.
- Bidder will fix/ rectify the vulnerabilities and observations found by the IS Auditor free of cost and submit the final compliance/closer report/certificate from the Auditor.
- All the issues related to Software Solution shall be handled and resolved by Bidder and shall be resolved to the full satisfaction of user department.
- Bidder has to keep regular back up of data as per frequency decided by user department.
- Bidder will provide the required data to user department from time to time.
- Bidder has to ensure data security, back up and business continuity plan (In case of any disaster) /DR site. In the event of a data breach or any unauthorized access the Bank shall not be held responsible for any such incidents, and it is understood that the responsibility lies solely with Bidder and user department.
- Security Audit certificate to be submitted by Bidder.
- Bidder will provide all licensed products for Software Solution and will renew the provided licenses from time to time and will bear the cost of such licensed product with renewal cost.
- Bidder shall adhere to all relevant laws, regulations, and government guidelines applicable to the services it provides to the Bank.
- Bidder shall obtain and maintain all necessary licenses, permits, and approvals required to perform the services.
- Bidder shall not engage in any activities that could result in non-compliance with anti-money laundering, anti-corruption, and any other relevant laws.
- Bidder acknowledges that the Bank shall not be liable for any losses, damages, or liabilities arising out of the Bidder's non-compliance with this Undertaking or any applicable laws.

SECTION – III

Broad Scope of Work

Developing a Portal for effective implementation and monitoring of various Govt. schemes

A Portal shall be developed as the nodal website for implementation of the scheme, for providing various components/services to the various stakeholders. The portal will have the various Modules, Features, Service Levels, etc. Maintenance and related aspects shall be taken care by successful bidder. The Portal shall have the following provisions: -

- i). The portal will be designed for easy access of information on all the platforms such as desktop and mobile.
- ii). The portal will indicate a dashboard showing real-time data of uptake of the Scheme as well as its overall implementation.
- iii). The Portal will be open to access data and hosting information & documents to facilitate easy access to information for Stakeholders and Successful bidder should ensure that there is no service provider lock situation.
- iv). Integration of service and interoperability of platforms such as Udyam Registration, GST, PAN, Payment Gateway and other websites/ portals as per the requirement would be mandatory. The above scope is illustrative and is not limited to the above mentioned examples.
- v). The Portal shall be developed as the nodal website for implementation and monitoring of various Govt. support schemes. The portal will display the MIS Dashboard along with Zone-wise, State-wise, and District-wise implementation data.
- vi). The portal should be provided in all regional languages along with English and Hindi.
- vii). The Portal should have AI Chatbot / WhatsApp bot to address the queries & feedbacks.

b. Providing various modules to take care of the diverse requirement of the multiple stakeholders like Ministry Departments, Implementing Agencies, Banks, Third Party Agencies etc.

- i). **Online application module:** The module should facilitate apply for benefits under GOVT. scheme digitally and the application will be processed online by Successful Bidder and Bank. The MSMEs can track their application through unique application number. Please refer flowchart depicted in Scope of Work for Current Application Flow.
- ii). **MIS Dashboard:** The MIS Dashboard should provide data related to scheme implementation Zone-wise, State-wise, and District-wise. The MIS Dashboard would provide customization options for customized reports with details like – Margin Money Subsidy, No. of Units Assisted, Estimated Employment Generated, Rejection Reasons etc.
- iii). **Online Training Module:** The module should facilitate conducting EDP trainings for MSEs online and increase outreach of the programme.

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iv). **Grievance Redressal Module:** The module should facilitate MSMEs raise their issues online for effective resolution by Helpdesk.

v). **Human Resource Module:** The module should facilitate in effectively managing Helpdesk and Customer Support staff through sub-modules like - shift management, leave management, payroll module etc.

vi). **Offline Module:** The module should contain application forms in all regional languages in addition to English and Hindi along with simple guidelines for applying for GOVT. scheme.

vii). **Mobile Application:** The mobile application should help stakeholders access key features of the portal from anywhere. The physical verification module of Mobile App will help in effective survey and capturing important details accurately.

Note:

- The Modules being offered should cover the above-mentioned broad key activities / should have the provision but not limited to above requirements only.
- Provision should be made for MIS for all components, dashboard, dynamic reporting, customized reports and drill-down reports in consultation with user department and other Stakeholders.
- The Successful bidder shall be responsible for providing all IT Infrastructure including storage & hosting of the GOVT. portal and Mobile Applications etc. in compliance to Meity (Government of India) guidelines. Successful bidder shall also be responsible for Data Recovery Centre (DRC) on cloud at its own cost. The DC and DRC should be hosted on Tier 3 certified Meity empanelled data centre.
- DC & DRC shall be in synchronous and Active Mode - Passive Mode shall work for each other as backup.
- The Modules should have provision to add number of licenses anytime based on the users as per the need and also provision to offer varied modules as per the need of department.
- All standard compliance reports related to MSME sector should be available.
- The Modules provided by the successful bidder will be the property of the Bank which includes intellectual property rights (IPR) along with a source code of all the software/ applications / scheme portal etc., developed under the scope of this RFP. The successful bidder shall transfer all the licenses of any proprietary tool / software under this project to Bank. The successful bidder shall not be authorised to use this code in any manner either for its internal use or for selling purpose and shall be governed under extant laws including but not limited to Information Technology Act 2000 and Copyright Act, 1957 from the date of the release of the work order by Bank.
- Portal. to be integrated with AI Chatbot / WhatsApp bot to simplify the user journey.

The collection of information for website would be carried out through a user-friendly set of queries which would subsequently get populated in a pre-designed template further resulting into the creation of a web page. While developing the website, focus would be given to the following:

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- Overall structure would be designed in such a way to make it simple and user friendly and only minimum and necessary information would be collected.
- Website should have feature to integrate with major social media platforms.
- Website should support major latest web and mobile browsers.
- User friendly content management system to update information related to their businesses.
- The website & Mobile App updation, cloud management etc will be part of portal.
- Providing technical support for creation and maintenance.
- The option for choosing only basic domain name will be given to MSMEs.
- Mobile App should be compatible with IOS and Android.

c. IT Infrastructure

The Successful bidder shall be responsible for providing all IT Infrastructure including storage & hosting of the Portal and Mobile App.

The Successful bidder will bear the cost of hosting, basic domain name of each beneficiary, deployment, maintenance, licence's, IT helpdesk, payment gateway cost, any other cost etc. as part of cost of the project.

1.1. Annual Technical Support (ATS)

For successful implementation of the project, the Successful bidder will bear the cost for any type of licenses, third party services, subscriptions, security solutions, security audit, payment gateway, etc. which may accrue from time to time including the below mentioned activities. ATS and all recurring cost shall be part of the subscription cost, however, the annual technical support will be provided for complete project duration after the scheme go live. The ATS shall include, but not limited to following:

- **Regular maintenance:** Regular maintenance tasks for the Portal, Mobile App, security audits, content refreshes, and technical optimizations, addresses any minor bugs, provide with the latest version, and keeps the solution performing at its optimum level.
- **Technical support:** Provide technical support to help the MSMEs troubleshoot any issues with the solution provided.
- **Emergency services:** In case of any breakdowns of the server or malfunctions that require immediate attention, the Successful bidder will immediately address to the issues and upkeep the system within the SLA.
- **Upgrades and updates:** Successful bidder will provide well-timed updates with features, functionality, service packs, new version releases, minor updates, and enhancements to keep the application / software up to date with the latest technology and regulatory compliances.
- **Training:** Training to users on how to use and maintain the system.

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- **uptime:** Successful bidder will be wholly and solely responsible for 24/7 surveillance and provides regular updates to the portal & Mobile App(s). Will ensure maximum uptime and back up team must be available, whenever required.
- **Security:** The solution provider should mitigate the vulnerabilities reported in quarterly VAPT audits at no additional cost.

1.2. Audit Log and Trails

The Portal must incorporate robust Audit Trails to track various activities, including changes in access controls, password controls, sensitive data access, and user edit / entry / delete actions. The following features are essential for the Portal:

a. Comprehensive Log: The system should maintain a detailed audit trail, organized by user, activity type, instance, duration, etc. It must capture all activities related to the system, such as changes, updates, patches, firmware, and security updates.

b. Security Events Recording: The system must provide complete security for applications, networks, and databases. Information on all security events should be recorded on an un-editable and untampered audit trail, ensuring compliance with audit standards. The audit data should cover user activity, configuration changes, logon/logoff events, sensitive data access, policy changes, and database object access.

c. Report and Audit Trail Support: The system should support extensive reporting and audit trails at user, session, and activity levels. It should capture all user activities with timestamps and enable search and querying in log reports to identify specific activities based on user-wise, instance-wise, activity-wise, duration-wise, and function-wise criteria. The system must provide both out-of-the-box and customizable audit and activity reports for compliance and security investigations.

d. Compliance with Audit Standards: The audit log should adhere to various audit compliance standards issued by authorities such as government ministries, etc. This log/trail must remain unaltered and cannot be disabled or tampered with.

e. Best Practices and Compliance: The audit log trails must align with best practices and comply with legal, regulatory, and statutory requirements.

f. Non-Deletion of Audit Trails: Audit trails cannot be deleted to meet regulatory, statutory, and audit requirements. Therefore, the proposed solution must allocate dedicated and sufficient resources/infrastructure for the storage and maintenance of audit logs/trails.

g. Monitoring and Alerts: The system should actively monitor and alert on exfiltration attempts, particularly those involving SELECT operations on sensitive tables. This proactive approach enhances the security of the portal against potential data breaches.

1.3. Change Management

Change Management encompasses various aspects to ensure the effective and seamless adaptation of modifications within the system. The key components include:

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- a. Application Code Adjustment:** Ensuring that any necessary modifications to the application code are promptly executed due to patches in licensed software.
- b. Documentation Updates:** Regularly updating and maintaining all project documents related to the portal. This includes user manuals, training documents, FAQs, and self-learning materials, especially upon the addition, alteration, or removal of functionalities or processes.
- c. Software Change Management:** The Successful bidder is responsible for defining the Software Change Management and version control process. Approval for these processes must be obtained from user department. Detailed documentation, outlining proposed changes, and their impact on functional outcomes or additional features, needs to be prepared for all application changes and revised source code / documentations submitted to user department.
- d. Scope Clarification:** Changes resulting from legislative, administrative, or regulative policy shifts in MoMSME/GOI processes and workflows will not constitute a change in the Scope of Work. The Successful bidder is obligated to implement such changes at no additional cost during different project phases even after Go live.
- e. Testing Environment:** Providing a dedicated test environment for the thorough testing of changes, updates, and patches before their application to the production environment.
- f. Software Updates and Releases:** Committing to providing timely updates, upgrades, new releases, and versions of the software and operating systems as needed. The Successful bidder is expected to implement these changes with necessary approvals from user department, ensuring the continuity of the portal without additional costs.
- g. Log Analysis and Security:** Regularly analysing events and logs generated in all sub-systems, including servers, operating systems, and security devices, to identify vulnerabilities. The Successful bidder must take necessary actions in accordance with log analysis results and maintain suitable mechanisms for security and forensic-related logs, adhering to IT act and other government regulations.
- h. Policy Adherence:** Adhering to policies, procedures, compliances, guidelines, and standards defined by the Various Ministries under the Government of India (GOI).
- i. Backup Policies:** Implementation and adherence to backup policies as defined, ensuring the security and availability of stored data.
- j. Statutory and Regulatory Changes:** Implementing functional changes necessary to meet statutory, regulatory, and GOI policy requirements. These changes will be carried out by the Successful bidder during the implementation, warranty, and Annual Maintenance Contract (AMC) period at no additional cost to user department.
- k. Change Order Procedure:** Clearly defining the method and conditions for Change Orders, including the description, evaluation method, and required documents for any new modules, changes in modules, functionalities, process reengineering, or additional services/forms. This involves submitting a detailed project plan, effort estimates, resource deployment plans, CVs/profiles of resources, and a techno-commercial proposal. The evaluation will be based on man-months.

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1.4. Implementation & Management

The Successful bidder will do implementation and monitoring of the scheme based on the approved guidelines & scope and shall also undertake handholding, grievance redressal and technical support to MSMEs. Data migration & rollout will help the user department to migrate from an existing system to the new solution being offered and vice versa with a provision to download the data in future.

1.5. Other Responsibilities of Managed Service Provider

The Successful bidder shall undertake the following activities in addition to the above:

a. The source code provided of the complete solutions developed under this project will be tested by the third party reputed agencies (STQC, QCI or similar agencies) for its authenticity, latest build, compatibility, bug free etc. at the Successful bidder's cost. User department will advise the agency for the said purpose.

b. The Successful bidder shall be responsible for hosting of scheme portal and Mobile App(s) as mentioned in the scope of work and storage requirement of portal and Mobile App including IT Infrastructure for hosting, in compliance to Meity (Government of India) guidelines. Successful bidder shall also be responsible for Data Centre & Data Recovery Centre (DRC) on cloud and scalable from time to time as per need at its own cost.

c. The Successful bidder shall conduct the security audit of the portal before hosting them and ensure that all the vulnerabilities are addressed to before hosting on the live environment with safe to host certificate from CERT-IN Empanelled agencies at its own cost and will submit the same to user department. The security audit may be carried out as and when required.

d. Successful bidder would periodically upload the success stories in the scheme portal for promotional activities.

e. Successful bidder would also support in training of officials of user department, DFOs, Testing Centres, and Technology centres etc. on the scheme to enable its effective implementation.

f. Nominate a nodal officer for effective coordination with user department and Set up a team of dedicated officials with the competencies and skills to implement the scheme & Coordinate with user department as OPMT.

g. Shall help the user department to migrate from an existing system to the new solution being offered and vice versa.

h. Shall input the master data and making in ready for the usage of the MSMEs.

i. The system shall adhere to all the standards published by the Department of Electronics Information Technology, Government of India. (<http://meity.gov.in>).

j. The Successful bidder will conduct demo's / presentations / meetings etc. at user department

k. Any requirement of licence / statutory clearance shall be taken by the Successful bidder as and when required at his own cost.

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l. For successful implementation of the project, the Successful bidder will bear the cost for any type of licenses, third party services, subscriptions, security solutions, security audit, payment gateway, etc. at its own cost.

m. The Successful bidder will also provide 05 members onsite project management team (OPMT) as per requirement mentioned below reporting to user department (in addition to team deployed at Successful bidder’s development centre) for effective implementation of the scheme (till scheme tenure) as mentioned below where in the selection of the resources shall be carried out by user department through interview mechanism after due screening of the submitted CVs along with certificates & degree of required qualifications.

n. 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 Bank 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.

The Successful bidder shall disclose to Bank 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.

Flowchart 1: Current Application Flow



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CONDITIONS OF CONTRACT

1) Period of Validity of Bids

Bids should remain valid for the period of 180 days after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

2) Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney/ authority letter authorizing the signatory to sign the bid.

3) Payment Terms

The Bank shall make payments as follows:

| Si No | Specifications | Payment Schedule |
|-------|---|--------------------|
| 1 | After UAT sign off | 50% of Total Cost |
| 2 | After executing all agreements, submission of go live certificate and compliance of all T&C | 40 % of Total Cost |
| 3 | After 3 months of Go Live | 10 % of Total Cost |

Manpower and other recurring charges if any shall be paid on quarterly basis arrear wise.

Note*: - Please note that the payment terms outlined above are indicative. Final terms and conditions will be negotiated with the successful bidder after the signing of the functional specification document, following confirmation from the user department.

4) Change Orders

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

- the place of delivery; and / or
- the Items to be supplied/ Services to be provided by the Supplier;

If any such change causes substantial increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable

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adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order.

5) Service Level Agreement (SLA)

The supplier shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this RFP and Purchase Order within 30 days from the date of issuing the purchase order.

Format for SLA will be shared with the Successful bidder along with Purchase order.

6) Human Resource Requirements

The bidder to ensure that experienced resources (with both functional and technical expertise on the project domain and solutions used to implement the project) are assigned and available in the project throughout the various project lifecycle.

Bidder to ensure that sufficient resources are 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.

The successful bidder shall be the principal employer of the employees, agents, contractors, etc., engaged by them and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract.

The successful bidder shall agree to hold the bank or user department, 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 supplier's employees, agents, contractors, etc.

7) Contract Period

The contract period will commence from the date of signing the SLA and will be valid up to a period of three years. The contract is extendable / renewable further at the option of the Bank on mutually agreed terms.

8) Sub-Contracting

The successful bidder will not subcontract or delegate or permit anyone other than the bidders' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.

9) Insurance

The Service Provider may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bidder should have cyber insurance policy to cover first party and third-party liability coverage to organisation when cyber risk materializes and / or cyber security controls at organization fails. The coverages established by the cyber insurance shall cover property, theft and network level security.

10) Jurisdiction and Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of various courts of Law depend upon projects. Compliance with labour and tax laws, etc. will be the sole responsibility of the supplier/ service provider at their cost.

11) Liquidated Damages (LD)

If the service provider fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of Goods & services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods are not delivered/installed on time, the Bank may consider termination of the contract.

12) Bank's right to accept or reject any bid or all bids

- The Bank reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding the contract, without thereby incurring any liability to the affected Bidder or Bidders.
- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of submission of bids & publishing the same on Bank Website and GeM portal.

13) Performance Security

- a. Within 30 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee from a scheduled commercial Bank located in India, Validity and Claim period shall be mentioned in project specific purchase order. Format have been enclosed (Annexure-IV). Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.
- b. The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations or any other claim under the Contract.

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- c. The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful performance obligations under the Contract.
- d. Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids

14) Limitation of Liability

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.

This limit shall not apply to third party claims for

- a. IP Infringement indemnity
- b. Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.

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 the bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

15) Indemnity Clause

If at the time of the supplying the goods or services or 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 right claimed by any third party in India or abroad, 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.

16) Disclaimer

The Bank and/or its officers, employees disown all liabilities or claims arising out of any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of Bank and/or any of its officers, employees.

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. The Bank shall not be liable in any manner whatsoever for the same or for any

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other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The information contained in this RFP document, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the 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. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

17) Patent Rights

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.

18) IT Act 2000

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

19) Intellectual Property Rights (IPR)

The successful bidder / OEM shall provide the intellectual property rights of the application software to the Bank or to the User Department. The successful bidder shall place the source code of customizations done for the bank in Banks environment (and the procedures necessary to build the source code into executable form) for the application software, and the source code of the application software in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or

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copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

Bidder warrants that the inputs provided and/or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse the bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the bidder shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.

The indemnification obligation stated in this clause apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

The bidder acknowledges that business logics, workflows, delegation and decision-making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors.

20) Acceptance of Purchase Order

Acceptance of purchase order should be submitted within 15 days of issuance of purchase order along-with authorization letter by the successful bidder to the Bank. If for any reason successful bidder backs out after issuance of purchase order or the purchase order issued to the successful bidder does not get executed in part / full, Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

21) Signing of Contract Form, NDA, SLA and Submission of Proof of Source Code Audit

Within thirty (30) days from the date of Purchase Order, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-V) and Service Level Agreement and return it to the Bank. Pre-Contract Integrity Pact (Annexure-XV)

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executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

Successful bidder has to submit the proof of source code audit (Annexure-IX) within 30 days from the date of purchase order that the code developed is free from any known vulnerabilities and standard coding practice including proper version control is followed during development of the code.

Background check conducted, KYC details for the resources provided for the project to be submitted to the Bank

22) Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

The dispute resolution mechanism to be applied shall be as follows:

- a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian

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Banks' Association making such an appointment shall be furnished to each of the parties.

- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).
- f) Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the supplier any monies due to the supplier.

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

23) Coverage of Successful Bidder under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (*this clause will be relevant only when the successful bidder is required to provide human resources to the Bank under the contract*)

The Successful bidder has to submit necessary details of all the outsourced employees for any type of services engaged either through contractors or directly whenever required by the Bank. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted on the Bank's request. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the Electronic Challan cum Return (ECR) should be submitted on the Bank's request.

24) Exit Requirements

In the event, the Agreement between the Bank and the Successful bidder comes to an end on account of termination or by the expiry of the term / renewed term or otherwise, the

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Supplier shall render all reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

25) Termination for Convenience

The Bank, by 90 days' (written notice sent to the Successful 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 bank's convenience, the extent to which the performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within ninety (90) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

26) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 90 days' written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if the successful bidder fails to perform any other obligation(s) under the Contract.
- c. If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank and

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includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

In the event the Bank terminates the Contract in whole or in part, the Bank may procure the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

27) Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received or complete transition / handover to the in-coming Vendor / Service Provider.

28) Confidentiality

The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract also the successful bidder / supplier shall not divulge any data/ information collected from the Bank during the project.**

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The supplier will have to enter into a Non-Disclosure agreement (Annexure-V) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

The successful bidder and its employees either during the term or after the expiration of the contract shall not disclose any proprietary or confidential information relating to the project, the services, the contract, or the business or operations without the prior written consent of the Bank.

The successful Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all permitted subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

29) Negligence

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 in writing by the Bank in connection with the work or contravenes the provisions of other Terms, 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.

30) Amalgamation

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

31) Inspections and Tests

The Purchaser or its representative(s), RBI or any of the Statutory bodies, shall have the right to visit and /or inspect any of the Bidder's premises to ensure that software / code provided to the Bank is secured or goods confirm to requisite specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.

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 goods/software having previously been inspected, tested and passed by the Purchaser.

The supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/ regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to this agreement and cause inspection.

32) Use of Contract Documents and Information

The successful bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/authorized by the successful bidder in the performance of the Contract. Disclosure to any such employed/authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The successful bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to this contract except for purposes of performing the Contract.

33) Pre-Contract Integrity Pact

Bidders shall submit Pre-Contract Integrity Pact (IP) along with the technical bid as per Annexure-XV of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the

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last payment made under the contract. Pre-Contract Integrity Pact with the unsuccessful bidders will be valid till 6 months after the contract is awarded to the successful bidder.

Adoption of Pre-Contract Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-XV. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

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1. Shri. Girraj Prasad Gupta, ICAS (Retd.)

Email: gpgupta1804@gmail.com

2. Shri. Arun Kumar Sharma

Email: sharmaak6@gmail.com

- Any Change in law / policy / circular relating to Pre-Contract Integrity Pact which vitiate the agreement shall accordingly be applicable with immediate effect on written intimation from the Bank.
- Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the Bank.

34) Delivery Schedule

It is expected to deliver the software application within 30 days of issue of Purchase Order.

35) Working Days

The Delivery Schedule will be fixed as per the project requirement and will be specified in the respective agreement/PO.

36) Implementation of Services

The successful bidder shall provide all the services specified hereunder having Technical and Functional specifications as per specific project in accordance with the highest standards of professional competence and integrity. If the Bank finds that any of the staff of the successful bidder assigned to work at the site is not responsive, then the successful bidder will be notified accordingly and the successful bidder shall be under obligation to resolve the issue expeditiously to the satisfaction of the Bank.

37) Termination for Insolvency

If the successful bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over in part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the successful bidder.

If the contract is terminated by the Bank in terms of this clause, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

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In case the termination occurs before implementation of the project/ delivery of goods/services in full, in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the successful bidder.

38) Taxes and Duties

The successful bidder shall be liable to pay all taxes that shall be levied against it, in accordance with the laws applicable from time to time in India.

39) Compliance with Policy

The successful bidder shall have to comply with Indian Bank's policies like IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder.

40) Compliance with Statutory and Regulatory Provisions

The successful bidder shall comply with all statutory and Regulatory provisions while executing the contract awarded by Bank.

41) Other Terms and Conditions

- The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- Successful bidder/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. 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.

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42) GENERAL TERMS AND CONDITIONS

42.1 Rejection of Bids

The Bank reserves the right to reject the Bid if,

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned above including non-payment of the bid cost.
- ii. The bid is incomplete as per the RFP requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/fake/false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information / clarification sought by the bank for evaluation of bid.

The Bank shall be under no obligation to accept any offer received in response to this RFP and shall be entitled to reject any or all offers without assigning any reason whatsoever. The Bank may abort entire process at any stage without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for Bank's action.

In order to promote consistency among the Proposals and to minimize potential misunderstandings regarding how Proposals will be interpreted by the Bank, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in this RFP.

Any clarifications to the RFP should be sought by email as per the dates mentioned in “**Schedule [A] Important Dates**”. Bank will hold a pre-bid meeting, to answer all the questions / queries received by email which would also be uploaded on bank's website and GeM portal.

Proposals received by the Bank after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

In case of any change in timeline, the same shall be updated on the Bank's website and shall be applicable uniformly to all bidders.

42.2 Representation and Warranties

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the

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duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.

- ii. 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.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. 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.
- v. That the Bidder is validly constituted and 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.
- vi. That all conditions precedent under the Contract has been complied by the bidder.
- vii. 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:
 - a) will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - b) 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
 - c) Will violate any provision of the Memorandum or Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ 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/ shall be made.

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- ix. 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 Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal or beneficial title, or other interest in 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.
- xi. 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 by the bidder to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.
- xii. Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

42.3 Relationship of Parties

- i. Nothing in the Contract shall constitute any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank and Bidder and /or its employees.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. 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

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responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank 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.

- v. Supplier/Vendor has to take an undertaking from their employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor, Vendor should be agreeable for any such undertaking/verification.
- vi. The Successful Bidder shall disclose to Indian Bank 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.
- vii. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Bid/ Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

42.4 No Right to Set Off

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

42.5 Publicity

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

42.6 Conflict of Interest

The Bidder shall disclose to the Bank 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 / appointment as soon as practical after it becomes aware of that conflict.

42.7 Solicitation of Employees

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

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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.

42.8 Notices and Other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email. (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

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

42.9 Severability

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

SECTION - IV

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GeM PORTAL

1.1. SUBMISSION OF BIDS THROUGH GeM PORTAL

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

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical/ Functional specifications.
- d. Relevant brochures
- f. Compliance to Technical/ Functional Specifications as per Technical Bid.
- g. Any other information sought by the Bank with relevant to this tender.

GeM Bid Ref: GEM/2024/B/4975231

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(*Please refer checklist under Annexure of this tender for more details)

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

Please take care to scan documents so that total size of documents to be uploaded remains minimum. Unless specified in this RFP, **every document submitted online to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

1.2. BID RELATED INFORMATION

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

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

1.3. OFFLINE SUBMISSIONS

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

- a) Bid Security (EMD) in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised / scheduled commercial Bank (other than Indian Bank) in favour of "Indian Bank" payable at Chennai.

The bidder is requested to submit the original documents (as mentioned under point no. 10 of Schedule [A]) in a Sealed Envelope on or before **Date and Time to be decided by Dept.** to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as "**Request for Proposal for design, development, maintenance and customization of Portal.**" and the words '**DO NOT OPEN BEFORE (Date and Time to be decided by Dept.)**'.

1.4. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit GeM portal or banks Website.

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Date: 27/05/2024

SECTION-V

PART I - Technical and Functional Requirements

Date:

The Asst. General Manager,
Indian Bank
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

Sub: Request for Proposal for Design, Development, Maintenance and Customization of Portal.

Ref: Your RFP No. GEM/2024/B/4975231 dated 27/05/2024

Referring to your above RFP, we submit the compliance details of the specifications given below:

TECHNICAL/ FUNCTIONAL SPECIFICATIONS:

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document.

We agree for the time frame for completion of activities as per your above bid.

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

We submit that we shall abide by your terms and conditions governing the quotation.

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

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

PART – II

Commercial Bid

(Price bid along with Breakup to be submitted with Technical Bid in a separate envelope)

Date:

To
The Asst. General Manager,
Indian Bank
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sir,

Sub: Request for Proposal for Design, Development, Maintenance and Customization of Portal.

Ref: Your RFP No. GEM/2024/B/4975231 dated 27/05/2024

We submit hereunder the price breakup details for procurement of Design, Development, Maintenance and Customization of Portal as per the specifications.

Price Schedule

To be decided by Dept. based on project requirement (in gem price is to be quoted inclusive of taxes, hence commercial bid is to be taken with base price as well as applicable tax)

| S. No | Particulars /Modules | Price in Rs. (Inclusive of Taxes) |
|-------|---|--------------------------------------|
| | | |
| | Total Cost of the Package (A) (If cost of the additional item is not mentioned, it will be assumed that it is a part of Basic Package cost) | |
| | *No. of Estimated Projects (B) | 1 |
| | Total amount on which L1 bid will be arrived (A*B) - TCO | |

**The actual nos. of project may vary at the time of awarding contract/order*

Note:

Bidder has to quote total cost of ownership (TCO) including taxes while submitting its commercial bid in GeM portal. Further the reverse auction will also be happened on the total cost of ownership (TCO) and bidder has to quote the same while participating in GeM portal.

Through this RFP, commercials will be finalized as per reverse auction on TCO and purchase order will be released in GeM portal for that amount only. Successful Bidder need to pay the

GeM Bid Ref: GEM/2024/B/4975231

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transaction fees to GeM based on the TCO price quoted in the reverse auction and order issued by Bank in GeM portal.

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 the entire contract period (inclusive of all applicable taxes duties, levies, freight, insurance, warranty, etc.), is Rs.
(in figures) Rupees (in words).
(Octroi/ Entry Tax if any, will be reimbursed on submission of original receipts.)

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

For

Office Seal
Place:
Date:

(Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:
Telephone No:
E-mail ID:

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

(LIST OF ANNEXURES)

ANNEXURE-I

Bid Form

(Bidders are required to furnish the Bid Form on its letter head)

Date: _____

To

The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

Sub: Request for Proposal for Design, Development, Maintenance and Customization of Portal.

Ref: Your RFP No. GEM/2024/B/4975231 dated 27/05/2024

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

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

If our bid is accepted, we will obtain the Guarantee of a Bank 3% of the contract value for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

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

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

Dated thisday of 202..

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....
.....
.....

Mobile:

Email

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

ANNEXURE-II

Self-Declaration – Blacklisting

The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sir,

Sub: Request for Proposal for Design, Development, Maintenance and Customization of Portal.

Ref: Your RFP No. GEM/2024/B/4975231 dated 27/05/2024

We hereby certify that, we have not been blacklisted by any Government Dept. / PSUs / Banks/ PSBs / Financial Institutions currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

ANNEXURE-III

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....202.. Between Indian Bank, having its *Head Office, Information Technology Department, 66 Rajaji Salai, Chennai - 600001* (hereinafter “the Purchaser”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called “the Supplier”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

WHEREAS the Purchaser invited bids vide RFP No. for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

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

| SI. No. | Brief description of goods & services | Quantity to be supplied | Unit price | Total price |
|---------|---------------------------------------|-------------------------|------------|-------------|
| | | | | |

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said (For Indian Bank)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:.....

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

ANNEXURE-IV

Performance Security Format

Bank Guarantee No.

Date:

To:

The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

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

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

AND WHEREAS we have agreed to issue a Guarantee in your favour on the request of the Supplier:

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

This guarantee is valid until theday of.....20__

Signature of Authorized Official with Seal

.....

Date.....202...

Address:

.....

NOTE:

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by a scheduled commercial Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

ANNEXURE-V

Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this theday of.....202... between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office, Information Technology Department, 66 Rajaji Salai, Chennai - 600001, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

M/s..... Limited a company registered under the Companies Act having its registered office at..... hereinafter called the "Supplier" which term shall wherever the context so require includes its successors and assigns,

WITNESSETH:

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to procure Design, Development, Maintenance and Customization of Portal.

M/s..... Limited has been engaged in the business of providing Design, Development, Maintenance and Customization of Portal.

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

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

1. Confidential information

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

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

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

2. Use of Confidential Information

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

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. Whenever, it is expedient under the contract, the Receiving Party may disclose confidential information to consultants/third party only if the consultant/ third party has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

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

Upon written request by the Bank, the Supplier shall:

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

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

GeM Bid Ref: GEM/2024/B/4975231

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Is independently developed by the Receiving party without use of the other party's confidential information and is so documented.

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

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

4. Term

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

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

5. Title and Proprietary rights

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

6. Return of confidential information

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

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition

GeM Bid Ref: GEM/2024/B/4975231

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to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

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

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

12. Indemnity clause

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

13. Governing laws

The provisions of this agreement shall be governed by the laws of India. The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English

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

BANK
M/s

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

ANNEXURE-VI

Declaration For MSE Benefits

(To be submitted on the letter head of the bidder signed by Director/Company Secretary)

To,
The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

Sub: Request for Proposal for Design, Development, Maintenance and Customization of Portal.

Ref: Your RFP No. GEM/2024/B/4975231 dated 27/05/2024

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. RFP No. GEM/2024/B/4975231 dated 27/05/2024 floated for the procurement of Design, Development, Maintenance and Customization of Portal. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Exemption on submission of bid security

In case, at any later stage, it is found or established that, the above undertaking is not true then the Bank may take any suitable actions against us viz. Legal action, Cancellation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

ANNEXURE-VII

**Declaration On Procurement From a Bidder of a Country which shares
a land border with India**

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS LETTERHEAD)

To,
The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Date

Dear Sirs,

Sub: Request for Proposal for Design, Development, Maintenance and Customization of Portal.

Ref: Your RFP No. GEM/2024/B/4975231 dated 27/05/2024

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that << **name of the firm**>> is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable.]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

ANNEXURE-VIII
Certificate of Local Content as per Make in India Guidelines

To,
The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Date

Dear Sirs,

Sub: Request for Proposal for Design, Development, Maintenance and Customization of Portal.

Ref: Your RFP No. GEM/2024/B/4975231 dated 27/05/2024

This is to certify that proposed _____ **<product details>** is having the local content of _____ % as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

| S.No. | Make and Model | Name of Place |
|-------|----------------|---------------|
| | | |

Bidder shall submit the above details in respect of the goods proposed to be supplied/ solutions proposed to be deployed for providing the testing services.

This certificate is submitted in reference to the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 & its amendment (if any) referred to hereinabove.

For Bidder

For OEM

Signature of authorised signatory
Name and Designation:
Seal:
Date:

Signature of authorised signatory
Name and Designation:
Seal:
Date:

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

ANNEXURE-IX

Declaration of Source Code Audit

To,

Date

The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

Sub: Request for Proposal for Design, Development, Maintenance and Customization of Portal.

Ref: Your RFP No. GEM/2024/B/4975231 dated 27/05/2024

We declare that, the source code of the application(s) proposed, where we are the OEM of the solution, to be deployed for providing testing services has been audited by professionally competent personnel/ Information Security (IS) Auditors.

We further declare that if we become successful bidder, we will submit the proof of Source Code Audit to the Bank.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

GeM Bid Ref: GEM/2024/B/4975231

Date: 27/05/2024

ANNEXURE-X

CHECKLIST FOR THE RFP

| Sl. No. | Eligibility Criteria | Supporting Documents |
|---------|---|---|
| 1 | The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and been in operation in India for at least 5 years as on date of publishing RFP. | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of Memorandum and Articles of Association/ Partnership Deed to be submitted along with GST registration certificate. |
| 2 | The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. (or) The Bidder is from such a country and has been registered with the Competent Authority i. e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and submit the proof of registration herewith. | Undertaking as per Annexure-VII to be submitted. |
| 3 | The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners has not participated in the bid process. | Self-certified letter signed by authorized official of the bidder to be submitted. |
| 4 | The Bidder must have an average turnover of minimum Rs.15 crores each during the last 03 (three) financial years i.e. FY 2021-22, FY2022-23 and FY 2023-24. | Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed. CA certified Provisional financial statement along with profit and loss statement to be submitted for F.Y 2023-24. |

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| | | |
|---|---|---|
| 5 | <p>The Bidder should have positive net worth during the last 03 (three) financial years i.e. FY 2021-22, FY2022-23 and FY2023-24. Also, the net worth should not have eroded by more than 30% (thirty percent) in the last three financial years, ending on 31.03.2024.</p> | <p>Copy of the audited financial statement along with profit and loss statement for corresponding years.</p> <p>Certificate of the statutory auditor for the positive net worth.</p> <p>CA certified Provisional financial statement along with profit and loss statement can be submitted for F.Y 2023-24.</p> |
| 6 | <p>The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid.</p> | <p>A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same as per Annexure-II.</p> |
| 7 | <p>Bidder should not be insolvent, in receivership, Bankrupt, or being wound up.</p> | <p>Self-Declaration on Bidder's Letterhead signed by the authorized signatory.</p> |
| 8 | <p>Bidder should have experience of minimum 5 years as on the date of RFP in providing/developing Software Solution/Portals. The bidder should have developed minimum three portals out of which one should have been developed for Government Department/Bank as on date of RFP.</p> <p>The platform should be in use /live as on date of publishing RFP.</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 be furnished as per Annexure-XII.</p> |
| 9 | <p>The bidder shall be the OEM/ authorized implementation partner for supply of Licenses and solution implementation and maintenance support under warranty/ AMC of the proposed solution.</p> <p>OEM should have its development & support centre in India. This should be full fledged establishment and not created for the submission of this Bid.</p> <p>The modules provided by the successful bidder will be the property of the Bank which includes intellectual property right along with the source code of all the</p> | <p>Bidder should specifically certify in this regard on company letter head.</p> |

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| | | |
|----|---|--|
| | software/applications/scheme portal etc developed under the scope of this RFP.The service agency shall transfer all the licences of any proprietary tool/software under this tool to the Bank. | |
| 10 | The bidder should have at least 20 technical resources in India on its roles across areas such as Technical Architecture, Engineering/ Development/ Testers, Design Engineers, Business Analyst (in Banking/Government Department Domain etc.) – as on the date of RFP. | Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder. |
| 11 | The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy by RBI,SEBI,IRDAI and any other regulatory authority of India | Self- undertaking on company's letter head and demo/presentation during the evaluation |
| 12 | There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data. | Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder. Preference will be given for ISO27001:2022 certified companies. |

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ANNEXURE-XI

Pre-Bid Query Format

(to be provided in MS-Excel format)

Ref: RFP No. GEM/2024/B/4975231 dated 27/05/2024

Bidder's Name:

| S.No | Page No | Para No. | Description | Query details |
|------|---------|----------|-------------|---------------|
| | | | | |
| | | | | |
| | | | | |

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

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ANNEXURE-XII

Experience Details

Ref: RFP No. GEM/2024/B/4975231 dated 27/05/2024

(Submit photocopies of Purchase Orders as supporting documents for each item as per eligibility & evaluation criteria separately)

| S.No. | Name of Organization for whom services rendered | Nature of Work | Team size | Project Details | | |
|-------|---|----------------|-----------|------------------------|------------|---|
| | | | | Period (No. of Months) | Start Date | Date of Completion/ expected completion |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

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ANNEXURE-XIII

Turnover, Net Worth and P&L Details

(Bidders have to submit photocopies of Audited Balance Sheet / P&L)

Ref: RFP No. GEM/2024/B/4975231 dated 27/05/2024

(Amount in Rs.)

| <i>F Y</i> | <i>Turnover</i> | <i>Net Profit and Loss</i> | <i>Net worth</i> |
|------------|-----------------|----------------------------|------------------|
| | | | |
| | | | |
| | | | |

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

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Date: 27/05/2024

ANNEXURE-XIV

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") in terms of RFP Ref.....dated.....

In compliance with the terms of said RFP, the Bidder is required to provide Bid Security of Rs..... which may also be provided in the form of Bank Guarantee from a

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" which term shall include its successors and permitted assigns), are bound unto Indian Bank (hereinafter referred as " the Purchaser" which term shall include its successors and permitted assigns) in the sum of Rs. _____for which payment well and truly to be made to the Purchaser, the Bank guarantees said payment and binds itself, its successors, and assigns by these presents. Sealed with the seal of the 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 terms of RFP; 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 terms of RFP.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand without any demur, cavil or protest and without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity i.e. upto..... 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 to be issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value

ANNEXURE-XV

Pre-Contract Integrity Pact

(To be submitted on Non - Judicial Stamp Paper)

PRE-CONTRACT INTEGRITY PACT

Between

Indian Bank hereinafter referred to as “The Bank”

and

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for procurement of Design, Development, Maintenance and Customization of Portal. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Bank will appoint an Independent External Monitor/s (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Officer(CVO) and in addition can initiate disciplinary actions.

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Section 2 – Commitment of the Bidder(s)/ Contractor(s)

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
 - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3– Disqualification from tender process and exclusion from future contracts

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process.

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor the liquidated damages equivalent to the amount of the contract value.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-Contractors

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

If the Bank obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

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Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded on whomsoever it may be.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the Bank.

Section 10 – Examination of Books of Accounts

In case of any allegation of, violation of any provisions of this Pre-Contract Integrity Pact or payment of commission, the Bank or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Pre-Contract Integrity Pact and its Annexure, the Clause in the Pre-Contract Integrity Pact will prevail.
6. Parties signing this Pact shall not approach the courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
7. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Pre-Contract Integrity Pact aton
.....

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

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(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____

Date _____

Witness 1:

Witness 1:

(Name & Address) _____

(Name & Address)

Witness 2:

Witness 2:

(Name & Address) _____

(Name & Address) _____

