

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024



**REQUEST FOR QUOTE (RFQ)
FOR**

Engaging Credit Information Companies (CICs)
for undertaking data scrubbing and identity Verification report (Fraudulent check)
for ascertaining eligibility & risk assessment of potential customers
for all Digital Lending Journeys of the Bank

RFQ Reference No.	CO:ACOE/2024/1120/R1
RFQ Issuance Date	20/08/2024
Last Date of request for Queries/ Clarifications	27/08/2024
Date and time of Pre-Bid Meeting	28/08/2024 15:00
Last Date for receipt of bids	02/09/2024 15:00
Date and time of opening Technical bids	02/09/2024 15:30

Issued by:

**Analytics Centre of Excellence
2nd Floor, Indian Bank Head Office,
66 - Rajaji Salai, Chennai 600001**

Email: ACOE@indianbank.co.in

Website: <https://www.indianbank.in>

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**SCHEDULE [A]:
 IMPORTANT DATES AND INFORMATION ON RFQ SUBMISSION**

RFQ Reference No.	CO:ACOE/2024/1120/R1
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Last Date of request for Queries/ Clarifications	26/08/2024
Date and time of Pre-Bid Meeting	28/08/2024 15:00
Last Date for receipt of bids	02/09/2024 15:00
Date and time of opening Technical bids	02/09/2024 15:30

S. No	Particulars	Timeline
1	Issuance Date of RFQ (Date of RFQ Issuance)	20/08/2024
2	Last Date of request for Queries/ Clarifications through email acoe@indianbank.co.in as per format Annexure-VII (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	26/08/2024 Format for queries / clarification is enclosed as Annexure-VII
3	Pre-bid Meeting Date and Venue Details	28/08/2024 15:00 through physical / virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at ACOE@indianbank.co.in on or before 26/08/2024 Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	Last Date of Submission / Closing Date in Online & Offline Mode (Last Date of Submission of RFQ Response)	02/09/2024 15:00 for both online bid and offline document submissions. For Offline submission of documents listed in Sl. No. 8 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. General Manager, ACoE, 2 nd Floor, Indian Bank Head Office, 66 - Rajaji Salai, Chennai 600001

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		URL for Online submission of bid e-procurement portal: https://www.tenderwizard.com/INDBANK
5	Eligibility cum Technical Bid Opening Date	02/09/2024 15:30 Technical Bids will be opened online through e-procurement portal: https://www.tenderwizard.com/INDBANK
6	Opening of Commercial Bids	The commercial bids will be opened for those Bidders who qualify in both eligibility and technical evaluation.
7	Online Bid Submission Details	This RFQ will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website: https://www.tenderwizard.com/INDBANK
8	Documents to be submitted physically by Bidders (Offline Mode)	Bid Security (EMD) for Rs.3,75,000/- (Rs. Three lakh Seventy Five Thousand only) to be submitted 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. BG should be valid for 225 days from the last date for submission of the Bid (in the format provided at Annexure (IX) (or) Fund transfer to be made in the account as detailed as below: Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour
9	RFQ Coordinator	Shri. Palaniappan Sellan General Manager (ACoE Department) Email: ACOE@indianbank.co.in
<p>This RFQ document can be downloaded from the website: https://www.indianbank.in and e-procurement portal: https://www.tenderwizard.com/INDBANK</p> <p>Information regarding RFQ will also be available on CPP Portal https://eprocure.gov.in/cppp/. Clarifications, Modifications and Date of</p>		

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Extensions, if any, will be published in website: <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.com/INDBANK>.

- 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 RFQ document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in **online mode only** through **e-procurement portal** along with physical submission of certain documents at designated office as mentioned in Point No. 8 of Schedule [A] (Important Dates and Information on RFQ Submission). Further, Bidders must submit their commercial bid as per the format given in the RFQ (as per Part-II of Section-V) along with the technical bid on the e-procurement 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. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this RFQ, 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 RFQ document (along with addenda, 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 RFQ and its addendums (if any).
- IV. Time wherever mentioned in this RFQ 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 RFQ is issued by:

General Manager, ACoE,
2nd Floor, 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 RFQ document.
 3. RFQ means the "Request for Quote" document.
 4. Proposal, Bid means "Response to the RFQ Document".
 5. Tender means RFQ 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 RFQ.
 8. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFQ 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 RFQ	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

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13	MSME	Micro, Small & Medium Enterprises
14	LLP	Limited Liability Partnership
15	OEM	Original Equipment Manufacturer
16	EMD	Earnest Money Deposit
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
26	PSB	Public Sector Banks

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 RFQ 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 RFQ 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.***

SCHEDULE [C]**DISCLAIMER**

The information in this Request for Quote ("RFQ") 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 RFQ document and shall also be subject to all other terms and conditions to which such information is generally made available. This RFQ 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 RFQ 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 RFQ. 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 RFQ. The information contained in the RFQ 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 RFQ 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 e procurement 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 RFQ process and to provide all the services and deliverables under the RFQ 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.

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



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Indian Bank reserves the right to reject any or all the bids/proposals received in response to this RFQ 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 Quote (RFQ) for identification of a Bidder (Service Provider) for "Procurement of Power BI Premium P1 subscription License used for analysing, visualizing data and to provide unified business intelligence to the Bank."

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

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

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

The RFQ document can be downloaded from e procurement portal or from the Bank's website www.indianbank.in.

If any queries, please send mail to acoe@indianbank.co.in

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 was merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14/02/2021. In the last 116 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 Puduvai Bharathiar Grama Bank headquartered at Puducherry (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 30th June 2024, Bank's total Global business reached Rs.12.20 Lakh Cr. consisting of Deposits at Rs.6.81 Lakh Cr and Advances at Rs.5.39 Lakh Cr.

As on 30th June 2024 Bank has Pan-India network with 22,885 touch points including 5846 Brick & Mortar branches including 3 DBUs, 5093 ATMs/BNAs, 11,945 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 has successfully implemented 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 QUOTE (RFQ)

The Bank is interested in engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (fraudulent Check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank for a period of three years from 26th September 2024 to 25th September 2027.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enrol/register before participating through website - <https://www.tenderwizard.com/INDBANK>. **Except for the documents required to be submitted in physical form to the Bank, Bids have to be submitted online only through above mentioned portal.** The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFQ. The Commercial Bid (Section V - Part II) will be submitted separately along with the bid document.

Interested eligible bidders may submit their quotation for undertaking data scrubbing and identity Verification report (fraudulent check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank, as specified in Section V - Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.com/INDBANK>. 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 Requirement) & 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. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFQ. 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 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.

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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 RFQ 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).

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,

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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:

- 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 Ten percent 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.

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- 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 Ten 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

- (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 RFQ 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 RFQ, 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 RFQ 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: The tender cannot be split.

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 RFQ. 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 physical/Video Conference/ Skype/ Web-ex on **25/08/2024**. 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 **Date 20/08/2024**

Email id: acoe@indianbank.co.in

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 <https://www.tenderwizard.com/INDBANK> portal and informed vide mail to the bidders who have raised queries.

3. Amendment of bidding documents

- 1.1 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).
- 1.2 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 the e-procurement website and will form part of the Bidding document.
- 1.3 Any bid submitted by a bidder under this RFQ 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

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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 RFQ. The commercial bids of technically qualified bidders will be opened by Bank and reverse auction will be conducted for the RFQ. However Bank will provide opportunity to technically qualified bidders for further price improvement and will go for Reverse Auction amongst the technically qualified Bidders. **Highest priced bidder (who has quoted the highest commercial bid amongst the technically qualified bidders) will be eliminated from reverse auction process (if there is more than 3 technically qualified bidder) and will not be able to participate in reverse auction process.** In case of more than one bidder are H1 and with same price, all H1 bidders shall be eliminated from the reverse auction process except in a situation where only 2 bidders remain after elimination. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. **The price obtained through Online Reverse Auction Process will be treated as final commercial offer of the 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 is 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 reserves the right to accept or reject any/ all tender in whole or in part without assigning any reason whatsoever. 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.

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-IX) for a sum of Rs. 3,75,000 /- (Rs. Three Lakh Seventy Five Thousand only) valid for 225 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required. Relaxation

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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 CONDITIONS of invocation/ forfeiture of Bid Security 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 RFQ; 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 RFQ.

8. Evaluation Criteria

Bid evaluation methodology that Indian Bank is adopting is given below:

Opening of bids:

Opening of Eligibility cum Technical bid

- a) The Eligibility cum Technical bid shall be opened by Bank as per the schedule mentioned in the RFQ document.
- b) Bank however reserves the right to change the date & time for opening of Eligibility cum Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the bidders by putting up on the Bank's website.

Eligibility Evaluation

Eligibility evaluation will be done to ascertain the eligibility of the service provider to bid for the project. Only those bidders who fulfil the minimum eligibility criteria mentioned under next heading will proceed to the next step.

Technical evaluation

The services offered should meet all the technical specifications as stipulated in the quote (PART I).

Opening of Commercial bid

Bank will open commercial bids of eligible / qualified bidders only. Subsequently Bank will conduct the reverse auction among the technically qualified bidders through H1 elimination as per the terms & conditions mentioned in RFQ document. The quantity of procurement

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will be split among two bidders (L1 & L2) in the ratio of 60:40 respectively in case L2 accepts the L1 price.

8.1 Eligibility Criteria

Bank is looking for eligible bidders for selecting a vendor for engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (fraudulent Check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank for a period of three years. Only those Bidders who fulfil the following criteria are eligible to respond to the RFQ. 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 RFQ:

S No.	Documents Required	Documentary Proof to be submitted
1.	The bidder must be a registered Company (Public / Private) in India, licensed by the Reserve Bank of India as Credit Information Company (CIC) and have operation in India for at least 3 years as on as on date of publishing RFQ.	<i>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 copy of license from RBI</i>
2.	The Bidder must have an average turnover of minimum Rs. 6 crores during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23, and FY 2021-22.	<i>Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed.</i>
3.	The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 31.03.2024 and also (ii) should not have eroded by more than 30% (thirty percent) in the last three financial years ending on 31.03.2024 (i.e. 2021-22, 2022-23, 2023-24)	<i>Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.</i>
4.	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.	<i>Self-certified letter signed by authorized official of the bidder to be submitted.</i>
5.	Bidder should have regularly supplied same or similar Category Products/service to any Central / State Govt. Organization / PSU / Public Listed	<i>Copy of the Purchase Order along with proof of supply of the product</i>

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	Company for Two (02) Financial years, before the bid opening date.	
6.	Bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.	<i>Bidder to upload self-declaration as per Annexure- II</i>
7.	Bidder has to submit the self-declaration confirming that he has not been blacklisted by any Government Department / PSU / Banks currently	<i>Bidder to upload self-declaration as per Annexure- II</i>
8.	Bidder has to submit the Bid Security as per the format. Bidder seeking EMD exemption should submit valid supporting document for the relevant category proving its eligibility for exemption.	<i>Bidder to submit Annexure- IX.</i>
9.	The bidder should have service centre in India.	<i>The Postal Address of the service centre along with proof of address should be provided with the bid.</i>

The Bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those Bidders, who do not fulfil any of the eligibility criteria, as stated in full, will be summarily rejected. Bidder fulfilling the eligibility criteria as laid out above will proceed to the next stage of the Technical Evaluation. The Bank's discretion on 'Eligibility Criteria' is final.

8.2 General Evaluation Criteria

- i. The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally, in order.
- ii. Arithmetical errors will be rectified on the following basis:
 - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words will prevail.

If the Supplier does not accept the correction of the errors, its quote will be rejected.

- iii. The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the quote documents without material deviations.

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1. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder.

9. Commercial evaluation

Bidders qualifying eligibility alone will be intimated, and their commercial bids will be opened, through which Bank will identify successful Bidder for awarding contract via reverse auction through H1 elimination. The quantity of procurement will be split among two bidders (L1 & L2) in the ratio of 60:40 respectively in case L2 accepts the L1 price for each activity. In the commercial bid, the bidder will be required to quote cost pertaining to each activity as mentioned in the commercial bid format (Part-II of RFQ) separately.

The total cost for evaluation and identification of L1 and L2 will be calculated as below:

$$\text{Total Cost for evaluation (T)} = 70\% * \text{Cost per record pertaining to Activity 1 (i.e. Data Scrubbing) (A)} + 30\% * \text{Cost per record pertaining to Activity 2 (i.e. Identity Verification report) (B)}$$

Sample Calculation:

		Bidder 1	Bidder 2
Cost per record pertaining to Activity 1 (i.e. Data Scrubbing) (A)	=	Re. 1.00	Re. 1.50
Cost per record pertaining to Activity 2 (i.e. Identity Verification report) (B)	=	Rs. 1.50	Rs. 1.00
		Rs. 1.15	Rs. 1.35
Total Cost for Evaluation (T)	=	(70% * 1.00	(70% * 1.50
T = 70% * A + 30% * B	=	+ 30% * 1.50)	+ 30% * 1.00)

In the above sample, since Total Cost for Evaluation of Bidder 1 is less than Bidder 2, Bidder 1 will be identified as L1 vendor.

The bidder has to submit price break up as per commercial bid format duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

10. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFQ without assigning any reasons thereof. Also, the bank reserves rights to revise the RFQ, 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 RFQ process, and without re-issuing the RFQ. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFQ, subsequent presentations, demos, and any other meetings during the process.

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11. Liabilities of the Bank

This RFQ is not an offer by Bank, but an invitation for bidder responses. No contractual obligation on behalf of Bank whatsoever shall arise from the RFQ 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 causes 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 the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFQ for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFQ. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

SECTION – III

CONDITIONS OF CONTRACT

1. Scope of the Project

Engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (fraudulent Check) for all Digital Lending Journeys of the Bank for a period of three years from 26th September 2024 to 25th September 2027.

2. Scope of work

- i. The successful bidder should provide necessary information for **data scrubbing**(credit score, DPD for 18 months, income estimate, propensity score, total outstanding balance of each credit facility availed, excess and or missed payment details, Bureau history etc) and **Identity Verification Report (Fraudulent Check)** along with member reference number (a Unique ID for each customer records) for given list of PAN / AADHAR / Name / Address with State Code / Mobile number / Pincode / DOB / Gender on need basis **through batch process (soft scrubbing)**.
- ii. Approximate number of expected records for data scrubbing is around 50,00,000 per year and identity verification report (fraudulent check) is around 20,00,000 per year and the number of records may increase or decrease based on the bank's requirements. **The above referred quantity is only an estimated number of records and no minimum number of records is guaranteed by the bank under this contract.**
- iii. The report so generated must contain the exhaustive data fields as explicitly mentioned in the technical specification.
- iv. The report so generated may additionally contain other data fields required for facilitating the decision making.
- v. Any additional data fields sought by the bank on need basis must be provided by the bidder on mutually agreed terms and conditions.
- vi. The expected timeline for completion of the data scrubbing activating and providing the report is T+2 working days from the date of request by the bank.
- vii. A penalty of 10% from the bill amount may be deducted on bank discretion in case of any delay in submission of report beyond T+2 working days.
- viii. The duration of service to be provided is for three Years from 26th September 2024 to 25th September 2027.

3. Period of Validity of Bids

Bids should remain valid for the period of 180 Calendar 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.

4. Authorization to Bid

Responses submitted by a Bidder to this RFQ (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

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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.

5. Delivery Schedule

The bidder has to deliver the service as per the below schedule.

No.	Activity	Timeline for Completion	Penalty for Delay
1	Data Scrubbing and identity verification report (fraudulent check) submission	T+2 (Bank Working Day) on receipt of bank request	10% of Bill amount pertaining to the delayed number of records

6. Place of Delivery

- Chennai. Complete address will be provided in the Purchase Order.

7. Payment Terms

- **On Delivery:** Payment will be made on a monthly basis based on the actual number of records for which data scrubbing and Identity Verification report (fraudulent check) completed in the month, on submission of the invoices along with the detailed report

Note: TDS, GST on TDS, LD & penalty (if any) will be deducted from the payments, as applicable.

8. 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:

- a. the place of delivery; and / or
- b. the 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 adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims 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.

9. Service Level Agreement (SLA)

The supplier shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this RFQ 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.

10. Contract Period

The duration of service to be provided is three years from 26th September 2024 to 25th September 2027.

11. 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.

12. Governing language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

13. 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.

14. 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 Courts of Law in Chennai. Compliance with labour and tax laws, etc. will be the sole responsibility of the supplier/ service provider at their cost.

15. Penalty/Liquidated Damages (LD)

The Bank shall reserve the right to charge a penalty for any delay in delivering the report / service, at the rate of 10% of the bill amount pertaining to the delayed number of record, subject to a maximum of 10% of the project cost. Once the total penalty exceeds 10% of the cost of the project, Bank reserves the right to terminate the contract.

16. 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.

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- Bank reserves the right to modify the terms and conditions of this RFQ duly informing the same before due date of submission of bids & publishing the same on Bank Website and e Procurement portal.

17. Performance Security

- a. Within 15 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to Rs. 5,62,500 (Rupees Five Lakhs Sixty Two Thousand and Five Hundred Only) in the form of a Bank Guarantee from a scheduled commercial Bank located in India (other than Indian Bank), valid for sixty days beyond the date of completion of all contractual obligations with further 60 days as claim period, in the format 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.
- 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.

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

18. 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.

19. 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

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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.

20. 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 RFQ 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 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 RFQ 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 RFQ document and all other terms and conditions subject to which such information is provided.

This RFQ 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 RFQ is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFQ 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 RFQ 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 RFQ.

21. 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.

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22. 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.

23. Intellectual Property Rights (IPR)

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.

24. 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.

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25. 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.

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

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- 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.

27. 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 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.

28. Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 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.

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- 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 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.

29. 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.

30. 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

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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.**

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.

31. 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.

32. Amalgamation

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this RFQ 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 RFQ. In such case, decision of the new entity will be binding on the successful bidder.

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33. 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 conform 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.

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.

34. 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.

35. Implementation of Services

The successful bidder shall provide all the services specified hereunder having Technical and Functional specifications 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 Bank's 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.

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36. 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.

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.

37. 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.

38. Compliance with Policy

The successful bidder shall have to comply with Indian Bank's policies like IT policy, Information Security policy, Cyber Security Policy etc. and regulatory guidelines Eg. Digital Personal Data Protection Act 2023 etc. in key concern areas relevant to the RFQ, details of which shall be shared with the successful bidder.

39. Compliance with Statutory and Regulatory Provisions

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

40. 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,

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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.

- The cost of preparing the proposal, including visits to the Bank by the bidder, is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (Power of Attorney (POA) proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- Any additional or different terms and conditions proposed by the bidder would deem to be rejected unless expressly assented to in writing by the bank.
- Bank reserves the absolute right to reject any bid if the same is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- Each bid should specify only a single solution which should meet the specifications mentioned in this RFQ and should not include/suggest any alternatives
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder (SI/OEM). The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
- 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

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notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post

- The bidder shall submit a non-disclosure agreement duly signed by authorised signatories.
- The vendor has to report weekly progress to access the alignment of project with requirements and ensure desired quality.

41. Delays in the Supplier's Performance

- Delivery of the Goods or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

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 RFQ requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFQ 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 RFQ 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 RFQ.

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Any clarifications to the RFQ 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 e Procurement 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 duties, obligations and responsibilities as laid down in the RFQ and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFQ.
- 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:

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- 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.
- 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.

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- 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. 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.
- v. 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 employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or

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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 RFQ shall not be affected or impaired

SECTION - IV**INSTRUCTIONS TO BIDDERS FOR E-TENDERING****1. GENERAL**

These Instructions for e-Tendering supplement other terms and conditions of this tender.

2. INSTRUCTIONS**2.1. RULES FOR WEB PORTAL ACCESS**

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.com/INDBANK> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of power & internet connectivity (due to any reason whatsoever it may be) at bidder end either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.

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10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in point no. 3 of schedule, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

To use the Bank's e-tendering Portal (<https://www.tenderwizard.com/INDBANK>), bidder needs to register on the e-tendering portal. The bidder should visit the home-page of the portal and to the Portal Enrolment for new bidder link.

The following steps are to be followed during the registration process

- Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- Upload the scan copy of the PAN Card and GST Registration certificate
- Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- After verification by department/service provider, the id will be activated.
- At the first login, DSC details will be automatically captured by the system.
- Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the reverse auction & support required if any for online bid submission through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

Note: Please contact M/s. Antares Systems Limited's support desk (as given below), to get your registration accepted/activated and for further clarifications.

Support Desk Contact Details

M/s. Antares Systems Limited
#137/3, Hanganasu, Kengeri,
Bangalore Mysore Road, Opposite KMS Coach Builders, Bangalore- 560060.
Support Contact No. 080-40482100, 9731967722, 8951944383
Support Email: gunaseelan.m@antaressystems.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

- Eligibility Criteria, along with all supporting documents required.

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- b. All Annexure 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 specifications.
- d. Relevant brochures
- e. Compliance to Technical Specifications as per Technical Bid.
- f. Any other information sought by the Bank with relevant to this tender

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. **All documentation evidence provided 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.

2.4. 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.

2.5. 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, due date, Name of the Bidder, etc.

- a) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 8)
- b) Bid Security

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document.

The bidder is requested to submit the original documents in a Sealed Envelope on or before **03/09/2024, 03.00 PM** to the address mentioned under schedule of this tender. The envelope shall be super scribed as "**RFQ for Engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (Fraudulent Check) for ascertaining eligibility & risk assessment of potential**

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customers for all Digital Lending Journeys of the Bank” and the words ‘DO NOT OPEN BEFORE (03/09/2024 at 03.30 PM)’.

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (<https://www.tenderwizard.com/INDBANK>), click on System Requirement Manual/ User Manual.

The following ‘Four Key Instructions’ for bidders must be diligently adhered to

- a. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c. Get your organization’s concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- d. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.

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SECTION-V

PART I - Technical Requirement

Date:

The General Manager, ACoE,
 2nd Floor, Indian Bank Head Office,
 66 Rajaji Salai, Chennai 600001

Dear Sir,

Sub: Request for Quote (RFQ) for Engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (fraudulent check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank for a period of three years.

Bid Ref:

Referring to your above Request for Quote (RFQ), we submit the compliance details for undertaking data scrubbing and identity Verification report (fraudulent check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank for a period of three years, as mentioned below:

Sl No	Requirement Specification	Compliance Status (Yes / No)
1	Reports should contain the Member Reference (Unique ID per customer)	
2	Reports should contain DPD (Days Past Due) such as <ul style="list-style-type: none"> • Number of accounts 90 or more days past due ever • Any tradeline with status as Wilful default, Suit filed, settled, Written-off • Any tradeline with SMA, SUB, DBT and LSS in last 12 months • Any tradeline with DPD 60+ in last 6 months • Any tradeline with DPD 30+ in last 3 months • Overdue amount on any tradeline reported in last 12 months • Any tradeline with SMA, SUB, DBT and LSS in last 18 months • Overdue amount on any tradeline reported in last 18 months • Month wise DPD for the last 18 months 	
3	Reports should contain the following <ul style="list-style-type: none"> • Total Sanctioned Amount Home Loan • Mortgage/LAP - Total Sanctioned amount • Vehicle/Auto Loan - Total Sanctioned amount • Education Loan - Total Sanctioned amount • Gold Loan - Total Sanctioned amount 	

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SI No	Requirement Specification	Compliance Status (Yes / No)
	<ul style="list-style-type: none"> Total Sanctioned amount in other Loans 	
4	Reports should contain <ul style="list-style-type: none"> Secured Accounts Count Unsecured Accounts Count Secured High Credit Sum Unsecured High Credit Sum Secured Amount Overdue Sum Unsecured Amount Overdue Sum Secured Balances Sum Unsecured Balances Sum Own Accounts count Other Accounts count 	
5	Reports should contain the CREDIT SCORE	
6	Reports should contain the Propensity of Personal loan score	
7	Reports should contain the Estimated Income Band	
8	Reports should contain Total Outstanding Balance of all Personal Loan or Consumer Durable Trades in last 12 months	
9	Reports should contain the Count of Secured/unsecured loans (Live or Closed) ever	
10	Aggregate excess payment for all accounts over the past 24 months	
11	Missed payments ratio last 12 months (lag required) for financial trades	
12	Months since a bankcard account last exceeded 25% utilization Months since a bankcard account last exceeded 50% utilization Months since a bankcard account last exceeded 75% utilization Months since a bankcard account last exceeded 90% utilization	
13	Bureau History	
14	Count of Live Personal Loan OR Consumer Loan Trades with Sanctioned Amount <15000 Months since recent Personal Loan OR Consumer Loan Trades opened with Sanctioned Amount <15000	
15	Number of enquiries happened for personal loan in last 3 months	
16	Number of enquiries happened for consumer loan in last 3 months	

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SI No	Requirement Specification	Compliance Status (Yes / No)
17	Months since last consumer loan is availed	
18	Months since last personal loan is availed	
19	Number of trades that are wilful default	
20	Number of suit filed accounts	
21	IDV check (Fraud)	

We certify that the items, we offer for the tender conforms to the specifications stipulated by you

We agree to terms and conditions of this tender.

Office Seal
Place:
Date:

(Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:

Telephone No:
E-mail ID:

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

PART – II**Commercial Bid**

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

Date:

To
The General Manager, ACoE,
Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Dear Sir,

Sub: Request for Quote for Engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (fraudulent check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank.

Ref: Your RFQ No. CO:ACOE/2024/1120/R1 dated 20/08/2024

We submit hereunder the price breakup details for undertaking data scrubbing and identity Verification report (fraudulent check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank for a period of three years.

Price Schedule

Activity No	Scope	Price per record (INR) excluding Tax
1.	Data scrubbing	
2.	Identity Verification report (Fraudulent Check)	

**Billing will be on monthly basis as per actual volume consumed by the bank.*

Note: Amount quoted in e Procurement Portal should be exclusive of taxes.

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.



Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

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:

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

(LIST OF ANNEXURES)**ANNEXURE - I****Bid Form***(Bidders are required to furnish the Bid Form on its letter head)*

Date: _____

To

The General Manager, ACoE,
Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Dear Sirs,

Sub: Request for Quote for Engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (fraudulent check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank for a period of three years.**Ref: Your RFQ No. CO:ACOE/2024/1120/R1 dated 20/08/2024**

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 in a sum equivalent to 5% per cent of the Contract Price 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.



Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

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 2024.

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

.....

.....

Mobile:

Email



Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

ANNEXURE-II**SELF DECLARATION – BLACKLISTING & LIQUIDATION**

To,
The General Manager, ACoE,
2nd Floor,
Indian Bank Head Office,
66 - Rajaji Salai, Chennai 600001

Dear Sir,

Sub: Request for Quote for Engaging Credit Information Companies (CICs) for undertaking data scrubbing and Identity Verification report (Fraudulent Check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank for a period of three years

Ref: Bid Number CO:ACOE/2024/1120/R1 dated 20/08/2024

We hereby certify that; we have not been blacklisted by any Government Dept. / PSU / Banks currently.

Further, we certify that we are not under liquidation, court receivership or similar proceedings and are not bankrupt.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:

ANNEXURE-III**Contract Form**

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....2024 Between Indian Bank, having its ACoE department at 2nd Floor Head Office building, 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 RFQ 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 Scope of Work;
 - d) the Conditions of Contract;
 - e) the Purchaser's Purchase Order.
 - f) the RFQ 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.

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Date: 20/08/2024

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

Sl. 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:.....

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

ANNEXURE-IV
Performance Security Format

Bank Guarantee No.

Date:

To:
The Dy. General Manager
ACoE, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

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.

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:

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.

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 at 2nd Floor, 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 interested in procuring Power BI Premium P1 subscription License to provide unified business intelligence to the Bank.

M/s..... Limited has been engaged in the business of supplying Power BI Premium P1 subscription License.

The parties have entered into agreement dated _____ for Power BI Premium P1 subscription License to provide unified business intelligence to the Bank. (herein after referred to as "purpose")" and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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

1. Confidential information

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

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

2. Use of Confidential Information

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

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

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

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

Ref: CO:ACOE/2024/1120/R1

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first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

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

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

5. Title and Proprietary rights

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

6. Return of confidential information

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

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

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.

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

9. Severability

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

10. Dispute resolution mechanism

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties to seek redressal / other legal recourse.

11. Jurisdiction

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

12. Indemnity clause

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

13. Governing laws

The provisions of this agreement shall be governed by the laws of India. In witness whereof, the parties hereto have set their hands through their authorised signatories

BANK
M/s

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

ANNEXURE-VI

Declaration for MSE Benefits

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

To,
The General Manager,
ACoE Department
2nd Floor, Indian Bank Head Office,
66 - Rajaji Salai, Chennai- 600001

Dear Sirs,

Sub: Request for Quote for Engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (fraudulent check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank for a period of three years.

Ref: Your RFQ No. CO:ACOE/2024/1120/R1 dated 20/08/2024

Dear Sir,

This has reference to our bid submitted in response to your Request for Quote (RFQ) Ref. No. CO:ACOE/2024/1120/R1 dated 20/08/2024 floated for engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (fraudulent check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank for a period of three years. We have carefully gone through the contents of the above referred RFQ 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 RFQ 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

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

ANNEXURE-VII

Pre-Bid Query Format

(to be provided in MS-Excel format)

Ref: RFQ No. CO:ACOE/2024/1120/R1 dated 20/08/2024

Bidder's Name:

SI.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

ANNEXURE-VIII

Turnover, Net Worth and P&L Details

(Bidders have to submit photocopies of Audited Balance Sheet / P&L Account Statement / CA Certificate for Net worth & Annual turnover details for the last 3 financial years)

Ref: RFQ No: CO:ACOE/2024/1120/R1 dated 20/08/2024

(Amount in Rs.)

F Y	Turnover	Net Profit and Loss	Net worth
2021-22			
2022-23			
2023-24			

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

ANNEXURE-IX
BID SECURITY FORM

To,
 Deputy General Manager,
 Indian Bank, Corporate Office,
 ACoE Department
 2nd Floor, Indian Bank Head Office,
 66 - Rajaji Salai, Chennai- 600001

Date

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 RFQ Ref..... dated

In compliance with the terms of said RFQ, 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 RFQ; 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 RFQ.

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)



Ref: CO:ACOE/2024/1120/R1

Date: 20/08/2024

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.
Bank Guarantee to be issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value

ANNEXURE-X
CHECKLIST FOR THE RFQ

Eligibility Criteria

S No.	Documents Required	Documentary Proof to be submitted	Submitted (Yes/No)
1.	The bidder must be a registered Company (Public / Private) in India, licensed by the Reserve Bank of India as Credit Information Company (CIC) and have operation in India for at least 3 years as on as on date of publishing RFQ.	<i>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 copy of license from RBI</i>	
2.	The Bidder must have an average turnover of minimum Rs.6 crores during last 03 (three) financial year(s) i.e. FY 2023-24, FY 2022-23, and FY 2021-22.	<i>Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed.</i>	
3.	The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 31.03.2024 and also (ii) should not have eroded by more than 30% (thirty percent) in the last three financial years ending on 31.03.2024 (i.e. 2021-22, 2022-23, 2023-24)	<i>Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.</i>	
4.	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.	<i>Self-certified letter signed by authorized official of the bidder to be submitted.</i>	
5.	Bidder should have regularly supplied same or similar Category Products/service to any Central / State Govt. Organization / PSU / Public Listed Company for Two	<i>Copy of the Purchase Order along with proof of supply of the product</i>	

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	(02) Financial years, before the bid opening date.		
6.	Bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.	<i>Bidder to upload self-declaration as per Annexure- II</i>	
7.	Bidder has to submit the self-declaration confirming that he has not been blacklisted by any Government Department / PSU / Banks currently	<i>Bidder to upload self-declaration as per Annexure- II</i>	
8.	Bidder has to submit the Bid Security as per the format. Bidder seeking EMD exemption should submit valid supporting document for the relevant category proving its eligibility for exemption.	<i>Bidder to submit Annexure-IX.</i>	
9.	The bidder should have service centre in India.	<i>The Postal Address of the service centre along with proof of address should be provided with the bid.</i>	

Other Documents

Sno	Documents Required	Submitted (Yes/No)
1.	BID Form (Annexure I)	
2.	Bid Security (Annexure IX) Engaging Credit Information Companies (CICs) for undertaking data scrubbing and identity Verification report (fraudulent check) for ascertaining eligibility & risk assessment of potential customers for all Digital Lending Journeys of the Bank	
3.	Power of Attorney / resolution authorizing the official for signing the Bid.	
4.	The copy of RFQ duly signed with seal by the authorized person, as a proof for having accepted all the terms and conditions in to without deviation.	
5.	Any other relevant documents.	

Verified and found all the documents to be in the same order in both Hard copy and Soft Copy.



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Signature of Authorized Signatory	
Name	
Designation	
Telephone Number	
Mobile number	
e-mail id	