

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024



Request for Proposal (RFP)

for

PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY FOR CORPORATE OFFICE/HEAD OFFICE/ZONAL OFFICES.

RFP Reference No.	GEM/2024/B/5597128
RFP Issuance Date	11/11/2024
Last Date of request for Queries/ Clarifications	14/11/2024 at 03:00 PM
Date and time of Pre-Bid Meeting	15/11/2024 at 04:00 PM
Last Date for receipt of bids	02/12/2024 at 03:00 PM
Date and time of opening Technical bids	02/12/2024 at 03:30 PM

Issued by:

Information Technology Department
3rd Floor, 66, Rajaji Salai, Chennai – 600 001
Phone: 044-25278802

Email: kapil.bhatia@indianbank.co.in / brajesh.dohare@indianbank.co.in

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

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

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	11/11/2024
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	14/11/2024 03:00 PM Format for seeking clarification is enclosed as Annexure-VIII
3	Pre–bid Meeting Date and Venue Details	15/11/2024 03:00 PM through physical/ virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at <i>kapil.bhatia@indianbank.co.in/ brajesh.dohare@indianbank.co.in</i> on or before 15/11/2024 03:00 PM. 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 RFP Response)	02/12/2024 03:00 PM 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. Assistant General Manager Indian Bank, Head Office, IT Department, 3 rd Floor, 66, Rajaji Salai, Chennai – 600001
5	Eligibility cum Technical Bid Opening Date	02/12/2024 03:30 PM
6	Reverse Auction	The commercial bids submitted by the bidders will be opened as per GeM terms and the reverse auction will be conducted among those bidders who satisfy the eligibility criteria and qualify in

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		technical evaluation. Further H1 elimination may be done if more than 3 bidders are technically qualified.
7	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal. The documents listed below in Sl. No. 8 only to be submitted in offline physical mode.
8	Documents to be submitted physically by Bidders (Offline Mode)	1. Bid Security (EMD) for Rs. 1,47,500 (Rupees One Lakh Forty-Seven Thousand Five Hundred 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 X) (or) Fund transfer to be made in the account as detailed under. Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour
9	RFP Coordinator	Shri. Brajesh Kumar Dohare Shri. Kapil Bhatia Tel: 044-25278802 e-mail: kapil.bhatia@indianbank.co.in / brajesh.dohare@indianbank.co.in
<p>The RFP document can also be downloaded from: Bank’s website: https://www.indianbank.in and Government e- Market Place (GeM) portal</p>		

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

- I. Note: Indian Bank, does not take responsibility of any bid/ offer damaged/ lost in transit/ delivered at incorrect address prior to its receipt at the Bank's designated office.
- II. Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility, Technical Specifications and terms & conditions set in the RFP document (including annexures) for which proposal/ quotation is called for. Bids have to be submitted in **online mode only** through **Government e- Market Place (GeM) portal** along with physical submission of certain documents at designated office as mentioned in Point No. 8 of Schedule [A] (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP (as per Part-II of Section-V) along with the technical bid on the e-procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidder's commercial bid will be opened and reverse auction will be conducted among the technically qualified bidders (after H1 elimination, as applicable) for finalization of the commercial quotes.
 1. Bidders should enrol/ register themselves on Government e- Market Place (GeM) portal before participating in bidding. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this RFP, any document sent by any other mode will not be accepted.
 2. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/ or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
 3. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.
- III. The RFP document (along with addendums, if any) needs to be signed and stamped by the authorized signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums (if any).
- IV. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening

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of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by:

Assistant General Manager
Indian Bank, Head Office,
IT Department, 3rd Floor,
66, Rajaji Salai,
Chennai – 600001

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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 mean the respondent to the RFP document.
3. RFP means the “Request for Proposal” document.
4. Proposal, Bid mean “Response to the RFP Document”.
5. Tender means RFP response documents prepared by the Bidder and submitted to “Indian Bank”.
6. Selected bidder and the Bank shall be individually referred to as “party” and collectively as “parties”. The terms, Successful bidder and the Bank are also referred as Supplier/ Service provider and Vendor respectively.
7. The terms “Bid” & “Quote/ Quotation” bear the same meaning in this RFP.
8. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.
9. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

ii) Other Terms and abbreviations:

Sl. No.	Terms used in the RFP	Terms and abbreviations
1	GOI	Government of India
2	RBI	Reserve Bank of India
3	IBA	Indian Banks’ Association
4	GFR	General Financial Rules
5	POA	Power of Attorney
6	IMPS	Immediate Payment Service
7	NEFT	National Electronic Funds Transfer
8	RTGS	Real Time Gross Settlement
9	CTS	Cheque Truncation System

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10	IEM	Independent External Monitor
11	DPIIT	Department for Promotion of Industry and Internal Trade
12	MSE	Micro and Small Enterprises
13	MSME	Micro, Small & Medium Enterprises
14	LLP	Limited Liability Partnership
15	OEM	Original Equipment Manufacturer
16	EMD	Earnest Money Deposit
17	GeM	Government e-Market Place
18	PBG	Performance Bank Guarantee
19	SOW	Scope of Work
20	TCO	Total Cost of Ownership
21	GST	Goods and Services Tax

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

Confidentiality:

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

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SCHEDULE [C] DISCLAIMER

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

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

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

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

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank

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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 RFP. Such change will be published on the Bank's Website and GeM Portal and it will become part and parcel of RFP.

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

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SCHEDULE [D] GENERAL INFORMATION

Indian Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for supply of 1,000 nos. L0 RD compliant biometric devices of Morpho make (model MSO1300E3) with one-year warranty for Corporate Office/Head Office/Zonal Offices.

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

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

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

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SCHEDULE [E] OVERVIEW OF INDIAN BANK

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

Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1st April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14/02/2021. In the last 117 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 subsidiary, IndBank Merchant Banking Services 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.

As on 31st March 2024, Bank's total Global business reached Rs 12.23 Lakh Cr consisting of Deposits at Rs 6.89 Lakh Cr and Advances at Rs 5.34 Lakh Crores.

As on 31st March 2024, Bank has Pan-India network with 21,606 touch points including 5846 Brick & Mortar branches including 3 IBU, 4886 ATMs/ BNAs, 10,825 Business 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

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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-Chabot ADYA, that is currently available on Bank's website and Mobile Banking App as an additional interface for answering customer queries and lead generation.

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

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

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SECTION – I

REQUEST FOR PROPOSAL (RFP)

Indian Bank is a Public Sector Bank, headquartered at Chennai and has Bank's own training Centre at Chennai. The Bank has Pan-India network with 21,606 touch points including 5846 Brick & Mortar branches including 3 Digital Banking Units, 4886 ATMs/ BNAs, 10,825 Business Correspondents and serves over 100 million customers. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo. As on 31st March 2024, Bank's total Global business reached Rs 12.23 Lakh Cr consisting of Deposits at Rs 6.89 Lakh Cr and Advances at Rs 5.34 Lakh Crores.

Bank's Information Systems and Security processes are certified with ISO 27001:2013 standard and is among very few Banks certified worldwide. It has overseas branches in Colombo, Singapore including a Foreign Currency Banking Unit at Colombo and Jaffna and an offshore banking unit in Gift City. Post-merger with Allahabad Bank, Indian Bank is the seventh largest bank in the country.

The Bank is interested in selection of service provider for supply of 1,000 nos. L0 RD compliant biometric devices of Morpho make (model MSO1300E3) with one-year warranty for Corporate Office/Head Office/Zonal Offices by floating Open Tender through GeM.

In connection to this, Bank invites sealed offers ('Eligibility cum Technical Proposal/ Bid' and 'Commercial Proposal/ Bid') for selection of service provider as per Bank's requirement and in compliance with the Terms & Conditions, Specifications and Scope of Work described in this document.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the supply and services. The provision of the supply and services is subject to observance of selection process and appropriate documentation being agreed between Bank and the successful bidder as identified by the Bank, after completion of the selection process as detailed in this document. This RFP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. The Bidders should enrol/ register themselves on GeM portal before participating in bidding. **Except for the documents required to be submitted in physical form to the Bank, Bids have to be submitted online only through GeM portal.** The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. The Commercial Bid (Part II) will be submitted separately along with the bid document.

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Interested eligible bidders may submit their quotation for supply of 1,000 nos. L0 RD compliant biometric devices of Morphi make (model MSO1300E3) with one-year warranty for Corporate Office/Head Office/Zonal Offices, as per the following procedure:

1. Bidders should apply through GeM Portal only. All the documents in support of eligibility criteria, technical specifications, annexures 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** – Contains format for Commercial Bid. After technical evaluation, intimation regarding Reverse Auction will be given to all qualifying bidders through e-mail alert from GeM Portal to the eligible bidders.
4. Part-I (as per Section-V – Technical Specifications) & Part-II (as per Section-V - Commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. 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.
5. Bank has the right to accept or reject any quotation/ cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment/ alteration/ extension before the last date of receipt of bid.
6. **MAKE IN INDIA**

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

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

- i. Definitions: For the purpose of this RFP
 - a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
 - c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
 - d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
 - e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in an RFP, bidding process or other procurement solicitation as adjudged in the evaluation process as per the RFP or other procurement solicitation.
 - f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
- ii. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement
 - a. In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
 - b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs 200 Crore, in accordance with Rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has

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been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers.'

iii. Purchase Preference

- a. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
- b. In the procurements of goods or works which are covered by para ii (b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier', as per following procedure:
 1. In case there is sufficient local capacity and competition for the item to be procured, as noted by the nodal ministry, only class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'
 2. In other cases, 'Class II local suppliers may also participate in the bidding process along with 'Class-I local suppliers' as per provisions of this Order.
 3. If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity, the contract will be awarded to all the qualified bidders as per the award criteria stipulated in the bid document. However, in case 'Class-I local suppliers' do not qualify for award for contract for at least 50% of the tendered quantity, purchase preference will be given to the 'Class-I local suppliers' over 'Class-II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 4. First purchase preference will be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', falling within 20% margin of purchase preference, and so on.

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

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the

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value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

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. However, bidder claiming required benefits of MSEs (for purchase preference) must be manufacturer of the proposed equipment. Bank will also provide relaxation to Start-ups as defined in the RFP document. For claiming the same bidder has to submit its valid Startup- certificate.

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

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

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

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

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

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

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

"Beneficial owner" will be as under:

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

Explanation

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

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

After technical evaluation, Bank will initiate the reverse auction among the eligible bidders for finalization of commercial bids.

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

This RFP is non splittable and the contract will be awarded to single bidder only.

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SECTION-II INSTRUCTIONS TO BIDDERS

1. Introduction

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

2. Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held through physical/ Video Conference (Web-ex) on **15/11/2024 03:00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/ clarifications to the Bank to the following email ids on or before **14/11/2024 03:00 PM**.

Email id : kapil.bhatia@indianbank.co.in /
brajesh.dohare@indianbank.co.in

In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should send their request for the same on the above mentioned email-ids. On receiving Bidders' e-mail request for Pre-Bid Meeting, the meeting details will be e-mailed to Bidder.

Venue for Pre-Bid meeting:

Indian Bank, Head Office,
66 Rajaji Salai,
3rd Floor,
IT Department,
Chennai – 600001

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

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3. Amendment of bidding documents

- 3.1 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).
- 3.2 The amendments & clarifications if any, will be published in Bank website and in the GeM Portal and will form part of the Bidding document.
- 3.3 Any bid submitted by a bidder under this RFP process cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- 3.4 No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, default bidder will be suspended from participating in future tenders of bank.
- 3.5 No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

4. Technical Bid

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

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

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

5. Commercial Bid

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

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6. Clarification of Bids

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

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

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-X) for a sum of **Rs. 1,47,500 (Rupees One Lakh Forty-Seven Thousand Five Hundred Only) valid for 225 Days** from the last date of bid submission. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

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

The bid security may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity or does not accept the correction of errors in accordance with the terms of RFP;

or

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

Please note: Relaxation if any, extended by GOI/ competent authorities for furnishing EMD shall be passed on to eligible bidders.

MSE/NSIC registered bidders are exempted from submitting the bid cost & bid security. Such bidders should submit the copy of registration certificate and other document along with

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declaration as per section Annexure-VI for claiming exemption for bid security, as proof which should be valid for the current period.

If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

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 RFP 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.

➤ Opening of Commercial bid

After eligibility cum technical bid evaluation is completed, Bank will open commercial bids of eligible and technically qualified bidders only, as per GeM term. Subsequently Bank will conduct the reverse auction among the technically qualified bidders as per the terms & conditions mentioned in RFP document.

➤ Evaluation of Bids

The evaluation/ selection process will be done with **combination of eligibility, technical competence and commercial aspects** as detailed here below.

➤ Eligibility Evaluation

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

8.1 Eligibility Criteria

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

- a) The Bidder should be a Public/Private Limited Company and should be in existence in India for the last 5 years (as on 31.03.2024). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company will be taken into account. Copy of Certificate of Incorporation issued by the ROC should be submitted.

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- b) The net worth of the Bidder firm should not be negative as on 31.03.2024 and also should not have eroded by more than 30% (thirty percent) in the last preceding Financial Years (FY 2021-22 & FY 2022-23, FY 2023-24) ending on 31/03/2024. In this regard, bidder should provide auditor/ chartered accountant certificate.
- c) The Bidders should have an average yearly turnover of minimum Rs.1 Crores during last three financial years (i.e. FY 2021-22 & 2022-23, FY 2023-24). In this regard, bidder should provide auditor/ chartered accountant certificate.
- d) The Bidder should not have been blacklisted by any Government Department / PSU / Banks currently.
- e) The Bidder should be an authorized partner of M/s IDEMIA in India for supply and support of equipment's. The Bidder should submit Manufactures Authorization letter from OEM in favour of the bidder.
- f) The Bidder/OEM (themselves or through their resellers) should have supplied the proposed make biometric devices of minimum of 500 quantities in any two number of Govt. organizations/ PSU/ PSB or any scheduled commercial Bank (including RRBs/ Cooperative Bank)/ BFSI in India in past 5 years. Documentary proof from the concerned organization for having supplied the aforementioned equipment's is to be submitted.
- g) The Bidder should have their own office/ franchise/ Partnership for service support in Chennai & Mumbai. Self-declaration is to be submitted.
- h) The Items/ Solution proposed should not be due for declaration of End of Sale within 2 years of last date of submission of Bid. Further proposed Items should not be due to reach 'End of Support' within Five (05) years from the date of issue of purchase order. OEM's Undertaking on company letter head signed by authorized signatory of the OEM, clearly mentioning about the confirmation of End of sale and End of Support is to be submitted.

Please Note: Incase Audited Financial Statement is not available for FY 2023-24, Bidder has to submit Provisional/Unaudited financial statement of the company duly certified by Chartered Accountant.

Note:

- a) Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
- b) Photocopies of relevant documents/ certificates should be submitted as proof in support of the claims made. Indian Bank reserves the right to verify/ evaluate the claims made by the bidder, independently or by virtue of a third party. Any decision of Indian Bank in this regard shall be final, conclusive and binding upon the bidders.
- c) Once the bidders qualify the eligibility criteria, they will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfil all or any of the above eligibility criteria are liable to be rejected.

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General Evaluation Criteria

- 1.1.1 The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 1.1.2 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the eligibility of any Bidder.
- 1.1.3 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

8.2 Technical Evaluation

The Bidder should satisfy all the Eligibility Criteria mentioned in RFP and the hardware offered by them should meet all the Technical Specifications stipulated in the bid. Further Bidder should also submit all the required annexures/proofs asked in the RFP document.

The Bidder who complies all the above criteria will be declared technically qualified bidder.

8.3 Commercial evaluation

The bidder should quote the cost (inclusive of all taxes) as mentioned in the commercial bid format (Part-II of RFP) while submitting the bid in GeM portal.

The commercial bid of the technically qualified bidders will be opened and Online Reverse Auction will be initiated with elimination of Highest (H1) Bidder amongst technically qualified bidder, as per rule mentioned in RFP.

In the Reverse Auction, the bidder will be required to quote commercial as per Commercial Bid Format. The price quoted should be inclusive of all charges and taxes. The bidder who quotes lowest amount will be identified as successful bidder. The successful bidder has to submit price break up as per commercial bid format within two (2) days, post completion of Reverse Auction directly to Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

8.4 Correction of Error in Commercial Bid:

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

- (a) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- (b) **Price quoted by Bidder in figures in GeM portal will be considered for commercial evaluation.**

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

9. Proposal Process Management

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

Each party shall be entirely responsible for its own costs and expenses that are incurred in the RFP process, including presentations, demos and any other meetings.

10. Liabilities of the Bank

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

11. Bid and Proposal Ownership

The Bid submitted and all supporting documentation/ templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/ or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

If related parties (as defined below) submit more than one Bid then both/ all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management etc.

12. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

- (a) The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition; and
- (b) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP; and

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- (c) No attempt, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

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SECTION – III

CONDITIONS OF CONTRACT

1) Deliverables from the bidder & Scope of Work

a) Bill of Material

Item wise expected quantities to be procured under the proposed procurement is as under:

-

Description	Make & Model Proposed	Qty.
L0 RD COMPLIANT BIOMETRIC DEVICES WITH ONE-YEAR WARRANTY.	MORPHO MAKE (MODEL MSO1300E3)	1,000

Note: -

The successful bidder has to advise the Bank about the movements of their shipment well in advance.

The Purchase Order may be placed in part or full by the Bank. The quantity or number of equipment to be purchased is only indicative. No guarantee or assurance is being provided hereby as to the exact quantity of equipment to be purchased or the minimum order quantity.

b) Scope of Work:

1. The scope of RFP involves supply of 1,000 (One Thousand Only) quantity of L0 RD compliant biometric devices of Morpho make (model MSO1300E3) with one-year warranty for Corporate Office/Head Office/Zonal Offices by floating Open tender in GeM (Government e-Marketplace) portal with PAC (Proprietary Article Certificate).
2. Bidder(s) should provide all the requirements as per the Technical Specifications mentioned as per Section-V – Technical Specifications.
3. The L0 RD compliant fingerprint biometric devices provided as per the specifications should be new i.e. manufactured in the year 2024. All the devices supplied by the Bidder(s) will be new and original and the Bidder(s) has to provide the Unique device ID/Registration details of the same and the same may be verified by Bank.
4. The Bidder(s) needs to supply L0 RD compliant fingerprint biometric devices as per the latest STQC and UIDAI specification and expose the required for integration with Bank's existing applications or any future applications where these devices are required like NBC (CBS login), attendance marking, etc.
5. The devices are required to be in conformity with Aadhaar Act, 2016, UIDAI notification No. K-11020/44/2012-UIDAI dated 25.01.2017 specifications.
6. Bidder(s) should be capable of providing the L0 RD compliant fingerprint biometric devices along with accessories of hardware/software/manuals required to make the device operational as per UIDAI specifications and ensure compatibility with the hardware and software being used in any Bank's identified application.

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- Bidder(s) has to do necessary customization and integration with the identified application without any cost to the Bank during contract period and needs to coordinate with the Bank for integration.
7. L0 RD compliant fingerprint biometric devices must be compatible with preferably for all Operating Systems like Android, Windows, iOS, etc. which is being used in the Bank. Suitable drivers / integrations should be made available at no extra cost to the Bank.
 8. The devices should meet STQC/UIDAI specifications of Registered Devices and should have a minimum of 'Level 0' UIDAI RD Certification from STQC /UIDAI and ability to detect live fingerprints (anti-spoof device).
 9. The L0 RD compliant fingerprint biometric devices (Fingerprint Scanners) are required to be delivered at Bank's Corporate Office/ Head Office/ FGMOs/ Zonal Offices/ Branches. Bidder(s) shall deliver Biometric Fingerprint Scanners at the respective locations as per the Delivery Schedule on receipt of the Purchase Order from the Bank, failing which the Bank reserves its right to levy Penalties/recover liquidated damages. Further Bank reserves the right to alter the delivery address while awarding the contract.
 10. The Bidder(s) should obtain transit insurance cover for the L0 RD compliant fingerprint biometric devices from their factory/godown to the site and such insurance cover should be available till delivery of the devices.
 11. The Bank may be assigning a SPOC/Designated personnel for acknowledging delivery of devices at each of the delivery locations. The Bidder(s) will be required to collect the POD challans of all the deliverables from the SPOC/Designated personnel. The details of the SPOC/Designated personnel will be shared with the successful Bidder(s).
 12. The Bidder(s) and its OEM or the OEM will be responsible for repairs and maintenance/ replacement of faulty parts / fingerprint scanners during the entire warranty period without any additional cost to the Bank. The Bidder(s) has to ensure timely availability of spare parts needed for repairing the supplied goods, which is required for servicing at the identified Bank branch locations. The Bidder(s) must have a back-to-back arrangement with the OEM for all the repairs, maintenance, service-related issues.
 13. Bidder(s) should ensure to have services across PAN India and should have authorized service centres at metropolitan cities preferably New Delhi/Mumbai/Chennai.
 14. Indian Bank may involve Third Party Auditor (TPA/ TPAs) to check and verify the supplied product/ delivery / invoices & deliverables against milestone, any other work & services under the project.
 15. The Bidder(s) must provide dedicated Help Desk support executive along with the escalation matrix at its own location.
 16. Apart from the helpdesk support executive, the Bidder(s) may have a dedicated portal/ App to register the tickets/complaints. There should be a facility for generation of MIS reports which needs to be submitted to the Bank.
 17. Bidder(s) will update Bank on any software upgradation (device driver, security patches etc.) as and when released by the OEM and will provide the same if

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- required by the Bank or any Regulatory Authority, during the entire Contract period, through a central Patch management system, without involving the end user and within 1 week from the Receipt of such communication from the Bank, without any cost to the Bank
18. Conduct 100% Quality inspection and testing and ensure that each and every fingerprint scanner complies to the specifications as given in Technical Specifications of L0 RD compliant fingerprint biometric devices (Fingerprint Scanners) and ensure that there should not be any physical damage(s) and shall contain all the required accessories before declaring the devices as “Ready for delivery”.
 19. Bidder(s) needs to provide the driver/agent setup required for the proper functioning of L0 RD compliant fingerprint biometric devices.
 20. Devices delivered should be compatible with microUSB, USB and C type cable connectors.
 21. During the comprehensive Warranty period of One year, if any device goes faulty due to any reason, other than physical damage, the Bidder(s) is required to replace the device with another new device, at no extra cost to the Bank, within three (03) days from the receipt of such communication from the Bank. Necessary hardware accessories (USB cable etc.) as required for installation of the Device has to be supplied by the Bidder(s), at no extra cost to Bank.
 22. No visit/service charges will be borne by the Bank for upgradation of the software/upgradation of hardware component pertaining to L0 RD compliant fingerprint biometric devices for the purpose of enhancing their functionality to meet mandatory compliance. Any visit to any Bank’s location during the warranty period for any issues pertaining to the devices will be without any cost to the Bank.
 23. The proposed product/configuration offered should be available during the validity of the purchase order including extended period, i.e. for a period of at least 1 year from date of purchase order. If the proposed device gets discontinued in the days to come, the replacement should be with the latest device meeting all requirements as stipulated by STQC/UIDAI/NPCI and any other statutory authority from time to time without additional cost to the Bank.
 24. All Hardware and software should be legally purchased and necessary documents/certificates should be supplied along with devices.
 25. Standard services to be delivered by the Bidder(s) under this RFP for providing the devices are illustratively listed below but are not limited to the following:
 - Bidder(s) must enable such provisions where Bank and Bank’s SPOC can easily & visibly identify, distinguish, segregate the devices provided by Bidder(s) at various Bank locations.
 - Compliance to all guidelines of the Government of India, Regulatory bodies, and the Schemes, at no extra cost to the Bank.
 - Bidder(s) agrees that Indian Bank shall have the right to disclose the details of this RFP and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association or as required by Law of the land. Bidder(s) agrees to allow the Reserve Bank of India (RBI) or persons authorized by it to access the documents, records of transactions and other necessary information

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stored or processed by Bidder(s) in respect of this RFP or the Services as part of Right to Audit. Bidder(s) agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligations of Bank in this regard.

26. End of Sales / End of support: The Vendor has to ensure that any solution/equipment supplied as part of this RFP should not have either reached or announced 'End of Sales' (2 years from last date of submission of Bid) or end of support for at least 5 years from the date of issue of purchase order. In the event if any equipment supplied by the vendor reaches end of support, within the 5 years period from the date of supply, the vendor has to replace the equipment with devices having equivalent or upgraded specification, at no additional cost to the Bank.

2) Period of Validity of Bids

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

3) Authorization to Bid

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

4) Timeframe for completion of activities

S. No.	Activity	Maximum Time Period for completion	Liquidated Damages/ Penalty Applicability (in case of delay in achieving the timeline)
1	Delivery of ordered devices(s) at the location specified in Purchase Order.	Within 05 weeks from issue of Notification of Award (NOA)/ Purchase Order.	As per LD Clause

5) Payment Terms

➤ Consequent upon its selection, the successful bidder along with the acceptance letter shall submit the details of the Bank Account (Account Number, Name of the Bank where account is maintained, IFSC Code etc., as required for electronic mode of payment) authenticated by the authorized signatory. Any change in the above, should immediately be intimated to the Purchaser, duly authenticated by the authorized

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Signatory of the successful bidder. The successful bidder's request(s) for payment shall be made to the Purchaser in writing, accompanied by the invoice describing, as appropriate, the Goods delivered and services performed, the documents submitted and upon fulfilment of other obligations stipulated in the Contract.

- Payment will be processed within 30 days from the date of submission of necessary documents/reports. Payment will be made to the successful bidder in Indian Rupees only.
- 100% payment for the goods is to be released to seller on issuance of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.
- There shall be no escalation in the prices once the prices are fixed.
- Payment will be made upon receipt of invoice(s). Payment will be made for the actual number of biometric devices delivered for the respective year.
 - Bank will release the payment within 15 days of receipt of the undisputed invoice. The supplier should cover the entire scope including deliverables as mentioned in the PO.
 - Payment shall be made directly into the Supplier's Bank account. The Supplier has to share its Bank account details for payment.
 - The invoice should not contain any conditions which are contrary to the terms of the contract.
 - The payment will be released subject to deductions on account of liquidated damages, if any.
 - TDS will be deducted from the payment, as applicable.

6) **Comprehensive Onsite Warranty**

- a. The Supplier warrants that the Goods supplied are new, unused, of the most recent or current model(s) and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and / or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- b. The supplier has to provide 1 Year warranty support under the contract.
- c. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- d. If the Supplier, having been notified, fails to remedy the defect(s), the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract as per the SLA.

7) **Service Level Agreement (SLA)**

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If the successful bidder fails to rectify the device within four hours of receipt of complaint (exclusive of travelling time). In case problems persist, systems should be replaced within 72 hours of receiving complaint and alternate device should be given till device is repaired. The replaced device should be installed by the Bidder(s) at no extra cost to the Bank, so that normal job of the Bank may not get hampered.

In case of multiple incident (>50 within 30Days) reported by branches/ offices, Bank reserves the right to invoke the Performance Bank Guarantee (PBG) and the contract will be terminated.

“The relationship between the Bank and the Supplier is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Bank and Supplier hereto or any affiliates or subsidiaries thereof or to provider 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.

The Supplier shall be the principal employer of its employees, (if applicable agents, contractors, subcontractors etc.) engaged by the Supplier and shall be vicariously liable for all the acts, deeds, matters or things of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise by virtue of engagement of employees, (if applicable agents, contractors, sub-contractors etc.), by the supplier for any assignment under the contract. All remuneration, claims, wages, dues etc. of such employees (if applicable agents, contractors, sub-contractors etc.) of the Supplier shall be paid by the Supplier 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 Supplier’s employees (if applicable agents, contractors, sub-contractors etc.). The Supplier shall hold the Banks its successors, assigns, administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any whatsoever nature that may arise or caused to the Bank through the action of supplier’s employees (if applicable agents, contractors, sub-contractors etc.).”

8) Liquidated Damages

If the Supplier fails to deliver any or all of the Goods or to perform the Installation Services within the period(s) specified in the order, for reasons solely attributable to the Supplier, or the goods fail to perform to desired efficiency/ standards/ functionalities, then Purchaser shall, deduct from the relevant order price, as liquidated damages, a sum equivalent to 0.5% of the price of the delayed Goods for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the price of the delayed Goods or Total PO Value as the case may be. Once the maximum is reached, the Purchaser may consider termination of this order.

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9) 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 Items to be supplied/ Services to be provided by the Supplier;

If any such change causes substantial increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order.

The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly

10) Contract Period

The Period of contract will be One (1) year from the date of successful delivery of devices awarded under the contract.

11) Governing language

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

12) Insurance

The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation, storage and erection. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes. In case the successful bidder is covering the goods under a Master Policy, bidder has to submit a declaration along with copy of master insurance stating that all the items are covered under the said master policy. If insurance policies for transit insurance &/or storage & erection is not provided, then 0.1% of the invoice value will be deducted from the payment for each insurance policy not submitted by bidder.

13) 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

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with labour and tax laws, etc. will be the sole responsibility of the supplier/ service provider at their cost.

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

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

15) Performance Security

- a. Within 15 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to **5%** of the contract value in the form of a Bank Guarantee from a scheduled commercial Bank located in India, valid for **12 months** with further **3 months** 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.
- d. Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

16) 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 this RFP, contract value, means the aggregate value of the price break-up finalized with the successful bidder for first three components of the table under Para 8.4 of Section-II.

This limit shall not apply to third party claims for

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- 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.

17) Indemnity Clause

With regard to confidentiality obligations, 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.

Further, if at the time of the supplying the goods or services or installing the platform/ software in terms of the present contract/ order or subsequently it appears at any point of time that an infringement has occurred of any right claimed by any third party in India or abroad, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the supplier shall indemnify the Bank and keep it indemnified on that behalf.

18) Disclaimer

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

This RFP is not an agreement by the Authority to the prospective Bidders or any other person. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own

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investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

19) 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.

20) IT Act 2000

The equipment 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 of India guidelines issued from time to time.

21) Intellectual Property Rights (IPR)

While the successful bidder/ OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant user-based annual subscription License to the bank for the bank's exclusive use without limitation on the use of those licenses. The successful bidder shall place the source code of customizations done for the bank in Banks environment (and the procedures necessary to build the source code into executable form) for the application software, and the source code of the application software in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.

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

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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.

22) Acceptance of Purchase Order

Acceptance of purchase order should be submitted within 07 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.

23) Signing of Contract Form, NDA, SLA

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Within twenty-one (21) 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.

24) 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.
- 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.

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- 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.

25) Exit Clause

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.

26) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 90 days' or as per project requirement 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 in half yearly review Bank finds sales performance of Service Provider unsatisfactory,
- c. if in half yearly review Bank finds Cost-Benefit analysis unfavourable for Bank.
- d. if the successful bidder fails to perform any other obligation(s) under the Contract.

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- e. 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.
- f. In case of successful bidder 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 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.

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

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

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

27) 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

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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.

28) 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.

29) Termination of Services/ Contract

Bank shall serve the notice of termination to the successful bidder at least 30 days prior, of its intention to terminate services. The Bank will be entitled to terminate the services/ contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

- a. The successful bidder commits a material breach of any of the terms and conditions of the bid.
- b. The successful bidder goes into liquidation voluntarily or otherwise. In such case, the source code and other developments in software, etc. will become proprietary of the Bank.

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- c. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- d. The progress regarding the execution of the order accepted by the successful bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the successful bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- e. Non-satisfactory performance of the successful bidder during implementation and operation.
- f. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- g. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- h. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the bidder.
- i. Successful bidder is found to be indulged in frauds.
- j. The bank suffers a reputation loss on account of any activity of successful bidder or penalty is levied by regulatory authority.
- k. In the event of sub contract or assignment contrary to the terms of agreement.
- l. In the event of termination of the project specific contract.
- m. If in Half Yearly review, Bank finds sales performance of service provider unsatisfactory.
- n. If in Half Yearly review, Cost-Benefit Analysis is found unfavourable for Bank.

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 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.**

During the expiry or termination of the contract, the successful bidder shall handover the complete data related to the project, to the Bank in a manner specified by the Bank. The successful bidder shall also provide all support for migrating the data from the successful bidder's system to the new system, to be implemented by the Bank or the new service provider of the Bank, at no additional cost to the Bank.

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

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

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

31) Negligence

In connection with the work or contravenes the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given 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 RFP shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder with respect to continuing of the contract or termination of the contract.

33) Inspections and Tests

The Purchaser or its representative(s), shall have the right to do Pre Delivery Inspection of the Hardware being proposed for the purchaser at the Bidder's premises or OEMs

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manufacturing site to ensure that Hardware being provided to the Bank confirms 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.

Further Bank also reserves the right to do Post Delivery inspection of the hardware at Bank's Premises where supplier has delivered the Hardware. In such cases, Bidder has to provide the required support/tools to carry out the Post Delivery inspection of the hardware supplied.

Should any inspected or tested hardware fail to conform to the Specifications asked in the RFP, the Purchaser may reject the hardware, 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 hardware after the delivery shall in no way be limited or waived by reason of the hardware having previously been inspected, tested and passed by the Purchaser.

The supplier shall provide unrestricted access to its or its OEM 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.

Bank shall conduct Pre on boarding & Post on boarding Risk Assessment of the successful bidder. Bidders are required to cooperate in providing the required support during the process of Pre on boarding & Post on boarding Risk Assessment.

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.

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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.

36) 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.

37) Compliance with Policy

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

38) Compliance with Statutory and Regulatory Provisions

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

39) Other Terms and Conditions

- The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- Successful bidder/ Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/ Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/ Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors,

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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.
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder. 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 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.

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40) GENERAL TERMS AND CONDITIONS

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

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

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

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

Proposals received by the Bank after the specified time on the last 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.

40.2 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:

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- 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 RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
 - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/ third party or its team which adversely affect/ may affect performance under this Contract; and
 - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder/ third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied by the bidder.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject, or
 - c) Will violate any provision of the Memorandum or Articles of Association of the Bidder.

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- 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.
- 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.

40.3 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.

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- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/ personnel/ representatives/ agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/ RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury/ death/ termination) of any nature to the employees/ personnel/ representatives/ agent etc. of the Successful Bidder.
- v. Supplier/ Vendor has to take an undertaking from their employees connected with the contract/ RFP/ solution to maintain the confidentiality of the Bank's information/ documents etc. Bank may seek details/ confirmation on background verification of Vendor's employees worked/ working on Bank's project as may have been undertaken/ executed by the Vendor, Vendor should be agreeable for any such undertaking/ verification.
- vi. The Successful Bidder shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/ agents/ representatives/ personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- vii. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Bid/ Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

40.4 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.

40.5 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.

40.6 Conflict of Interest

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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.

40.7 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
- 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.

40.8 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.

40.9 Severability

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

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SECTION - IV

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GeM PORTAL

1.1. SUBMISSION OF BIDS THROUGH GeM PORTAL

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

- a. Eligibility Criteria, along with all supporting documents required.
- b. All Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- c. All supporting documents and product literature in support of Technical/ Functional specifications.
- d. Relevant brochures
- f. Compliance to Technical Specifications as per Technical Bid.
- g. 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. Unless specified in this RFP, **every document submitted online to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/ documents to be uploaded on e-tendering portal.

1.2. OFFLINE SUBMISSIONS

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

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

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Note: Companies registered as Micro/ Small Units under MSE/ NSIC should submit documentary proof for claiming exemption from Cost of Bid Security. However, to claim the benefits of MSE preference, bidder must be the manufacturer of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

The bidder is requested to submit the original documents (as mentioned under point no. 8 of Schedule [A]) in a Sealed Envelope on or before 02/12/2024 03:00 PM. to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as “**Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY FOR CORPORATE OFFICE/HEAD OFFICE/ZONAL OFFICES**” and the words ‘**DO NOT OPEN BEFORE 02/12/2024 03:30 PM**’.

1.3. OTHER INSTRUCTIONS

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

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SECTION-V

PART I - Technical Specification

Date:

The Asst. General Manager
Indian Bank
IT Department
3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

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

Item wise expected quantities to be procured under the proposed procurement is as under

Description	Make & Model Proposed	Qty.
L0 RD COMPLIANT BIOMETRIC DEVICES WITH ONE-YEAR WARRANTY.	MORPHO MAKE (MODEL MSO1300E3)	1,000

Technical Specifications

The Bidder(s) must comply with all the requirements as mentioned below:

A. Broad Scope

1. The device should be compatible with 2 Factor Authentication in Core Banking System (Application NBC v8.6 Operating System AIX 7.3) and attendance marking system.
2. It is the bidder responsibility to integrate the proposed device with Bank's BAS without any additional cost to the Bank.
3. Bank desires to procure Biometric Finger Print Capture Device across the country; hence Bidder should work seamlessly throughout Bank's Branches / Offices.

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4. The devices are required to be in conformity with UIDAI notification No. K-11020/44/2012-UIDAI dated 25.01.2017 specifications and subsequent updates in device specification.

5. The devices are required to be in conformity with latest UIDAI notification / specifications.

B. Guidelines for Image Acquisition and Verification

- Gray scale finger image data may be stored, recorded, or transmitted in uncompressed – bit packed form.
- The resolution of the image data formatted and recorded for interchange should be the scan resolution of the image.
- Each record shall pertain to a single subject and shall contain an image record (consisting of single view) for each of one or more fingers, multiple fingers (single image records).
- The values for the capture device Id may be coded in the General Record Header.
- Live-scan plain Finger Impression type should be used.
- Except the Biometric Device driver, there should not be any requirement for loading any software/ license while plugging the Biometric Device.
- The Biometric Device driver should be API enabled to ensure compatibility with any application.
- The supplier must ensure that the final digital template (minutiae) should be in ISO 19794-2 format and the fingerprint image in ISO 19794-4 format.
- The supplier must provide the Driver SW along with the SDK/API, to facilitate integration of the device Driver SW in a secured manner with the Bank's back-end Server-side SDK. Biometric Device should have the feature of Live Finger Detection.
- The equipment should be compatible for use with USB port of Desktop Computers. And for use with Micro USB port of Tablets, Smartphone Devices.
- Biometric Devices should be compatible Android 11 & above and Windows 10 & above operating system versions of the platform.

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C. The minimum requirements for image acquisition & verification should be as defined in the UIDAI guidelines 2014 which is mentioned in the below mentioned table. The proposed Biometric Finger Print Capture Device should be comply with technical specification given in below. If the make and model proposed by the vendor do not comply with technical specification given below for the vendor would have deemed not to be meeting the Technical requirements hence will be disqualified in technical bid evaluation (Below Technical compliance sheet must be signed & stamped by respective OEM):

Sr. No.	Specification	Requirement	OEM's Compliance (Yes/No)	Remarks if any
1	Fingerprint template Compliance for minutiae data	ISO 19794(2)		
2	Fingerprint template Compliance for image resolution	ISO 19794(4)		
3	Scan resolution pixels/ centimeter (ppcm)	197		
4	Scan resolution pixels/inch (ppi)	500		
5	Pixel depth (bits)	8		
6	Dynamic range (gray levels)	200		
7	Certification	PIV		
8	Enrolment and Verification (other than just the image of the finger being captured)	Live Scan/ Optical		
9	Impression type	Live-scan plain / Optical Platter.		
10	Visual Indicator	Ready to capture /captured		

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11	Light source dependability	No		
12	High Resistance	To shock, abrasion and water		
13	Algorithm should include	Image Quality Determination and feature generalization		
14	Image acquisition and storage	According to RBI / UIDAI File No. K-11020/44/2012-UIDAI(Auth) government of India guidelines		
15	USB connectivity	Yes		
16	Capture mode	<ul style="list-style-type: none"> • Plain live scan capture • Auto capture with built-in quality check(incorporates NIST quality consideration) 		
17	Power	Through USB		
18	Software API	Interface API and Data Dictionary to be shared with the bank and documentation to enable seamless integration with CBS or any other system		
19	Sensor Type	Optical		
20	Active sensing area	Minimum 12.8mm(w) x 16.5mm(h)		
21	Ambient Light	Ambient light rejection : no external light source dependability		
22	Latent image	Latent fingerprint rejection		
23	Capture Type	Auto capture		
24	Image capture Speed	Minimum 10 frames/second		
25	Firmware level Encryption/ Onboard template encryption	The device should be capable of encrypting the biometric templates before it leaves the device/ is sent to the network or		

RFP for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES

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		the application in the client machine for processing ; this is critical to prevent MIM (Man in the middle attack)		
26	Template extractor	Minex compliant, STQC certified sensor + extractor		
27	Global Certifications	I. FBI-PIV II. CE III. RoHS IV. WHQL certified drivers V. STQC Certification for Aadhaar/ UID authentication		
28	Make and Model of device	STQC Complied		
29	Supported Operating System	32 bit and 64 bit		
	CBM	Sensor should support Liveliness detection and latent detection, should be flexible and ergonomic. Should be suitable for desktop, laptop and tablet applications.		
30	STQC Certification	Valid STQC Final certification as on date of Bid submission		
31	Sensor & extractor	All the parameters of Biometric Devices for Authentication should be as precertification of UIDAI as per latest STQC Scheme for Certification of UIDAI Biometric Devices (Authentication) http://stqc.gov.in/content/bio-metric-device-testing-and-certification .		
32	Extractor & Image Template Standard	ISO 19794-2 for fingerprint minutiae template And ISO		

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		19794-4 for Fingerprint Image Template		
33	FRR	<2%		
34	SDK	SDK support for at least Java. .Net, C/C++. The SDK should be compatible with all versions of Windows, Linux and Android Operating System		

**Please note that all Technical requirements are mandatory.*

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

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

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

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

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

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

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PART – II
Commercial Bid

Date:

The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

Referring to your above RFP calling for quotations, we submit here under confirming the price bid for goods, as per the specifications given in Part – I of the RFP.

<i>(Amount in Rupees)</i>						
S.No.	Item Description	Make and Model/Part Number	Quantity	Unit Cost of Item (exclusive of taxes) (A)	GST Amount (B, B=A*0.18)	Total Cost of Item (Inclusive of Taxes) {C = 1000 * (A+B) }
1	Cost of L0 RD compliant fingerprint biometric device inclusive of 1 year warranty	MORPHO MAKE (MODEL MSO1300E3)	1,000			
GRAND TOTAL						

Total Cost for the Project (Inclusive of Taxes) = Rs.....

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Note: Bidder has to quote Price (inclusive of all charges & taxes) as highlighted in, while submitting its commercial in GeM portal. TDS & other application deduction if any, will be deducted from the payment.

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

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone no:

E-mail ID:

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

(LIST OF ANNEXURES)

ANNEXURE-I

Bid Form

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

Date: _____

The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

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 RFP terms & conditions.

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 further represent and warrant that, the representations and warranties specified in under RFP document has been read and understood by us and we agree that they shall survive the term and termination.

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

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

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

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

Dated thisday of 202..

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

.....

.....

Mobile:

Email

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

ANNEXURE - II
Self-Declaration – Blacklisting

The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

We hereby certify that, we have not been blacklisted by any Government Dept / Regulatory Agencies/PSU/Banks during last three years as on date of submission of above GeM tender.

Further, we certify that we are not under liquidation, court receivership or similar proceedings and are not bankrupt as on date of submission of above GeM tender.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

ANNEXURE-III

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....202.. Between Indian Bank, having its *Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 or Head Office, Information Technology Department, 66 Rajaji Salai, Chennai - 600001* (hereinafter “the Purchaser”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called “the Supplier”) which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

WHEREAS the Purchaser invited bids vide GeM RFP No. for certain PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY (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. GeM Bid Document No. dated
 - b. GeM Sanction No..... dated
 - c. GeM Contract No..... dated
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

RFP for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said (For Indian Bank)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:.....

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

ANNEXURE-IV
Performance Security Format

Bank Guarantee No.

Date:

To:
The Asst. General Manager
Indian Bank
IT Department, 3rd Floor,
66, Rajaji Salai,
Chennai – 600 001

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

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the RFP & 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.

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

ANNEXURE-V

Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this theday of.....202... between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its *Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 or Head Office, Information Technology Department, 66 Rajaji Salai, Chennai - 600001*, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

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

WITNESSETH:

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to PROCURE 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

M/s..... Limited has been engaged in the business of providing L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3).

The parties have entered into agreement for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY (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

RFP for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

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 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:

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

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 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,

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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.

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.

GeM Bid Ref: GEM/2024/B/5597128

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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

Signed, Sealed and Delivered by the

said (For Indian Bank)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:.....

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

ANNEXURE-VI

Declaration for MSE Benefits

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

The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

Dear Sir,

This has reference to our bid submitted in response to your above referred RFP floated for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are the manufacturer of the proposed equipment and are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Purchase Preference to MSEs
- b) 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

RFP for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

ANNEXURE-VII

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

(UNDERTAKING/ CERTIFICATE TO BE SUBMITTED ON LETTERHEAD)

The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M. No.F.No.6/18/2019-PPD, dated 23/07/2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23/07/2020 and order (Public Procurement No. 3) dated 24/07/2020; We certify that << name of the bidder>> & << name of the OEM>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered.

[Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

RFP for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

ANNEXURE-VIII

Pre-Bid Query Format

(to be provided in MS-Excel format)

Sub: Request for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11/2024

ANNEXURE-IX

Turnover, Net Worth and P&L Details

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

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

(Amount in Rs.)

F Y	Turnover	Net Profit and Loss	Net worth

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

ANNEXURE-X

BID SECURITY FORM

To,
The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Sub: Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

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

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the terms of RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the terms of RFP.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand without any demur, cavil or protest and without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it

RFP for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

is due to it, owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

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

(Signature of the Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

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

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11//2024

Annexure-XI
MANUFACTURERS' AUTHORIZATION FORM

(Letter to be submitted by the OEM on its official letter head)

Ref. No.

Dated

To
The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Sub: Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

Dear Sir,

We _____ who are established and reputable manufacturers of _____ (*name & descriptions of goods offered*) having factories at (*address of factory*) do hereby authorize M/s _____ (*Name and address of Bidder*) to submit a Quote, and sign the contract with you for the goods manufactured by us against the above RFP (Request for Proposal).

We hereby extend our full warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP (Request for Proposal). We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and Annual maintenance obligations required by the Contract.

Yours faithfully,

(Name)

(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.

GeM Bid Ref: GEM/2024/B/5597128

Date: 11/11/2024

Annexure-XII
Undertaking of Authenticity

(To be submitted on the letter head from the OEM of the proposed product)

The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: Request for Proposal for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES OF MORPHO MAKE (MODEL MSO1300E3) WITH ONE-YEAR WARRANTY.

GeM Bid Ref: GEM/2024/B/5597128 dated 11/11/2024

With reference to the Product being quoted to you by our authorized service partner against your above mentioned RFP, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied will be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products only and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e., Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

RFP for PROCUREMENT OF 1,000 NOS. L0 RD COMPLIANT BIOMETRIC DEVICES