

Date: 14/02/2025

**REQUEST FOR PROPOSAL (RFP)
FOR
SUPPLY, INSTALLATION, CUSTOMIZATION AND MAINTENANCE OF
CUSTOMER RELATIONSHIP MANAGEMENT PLATFORM**

Reference Bid Document

GeM BID NO: GEM/2024/B/5766107 Dated 30/12/2024

NOTICE-IV

Addendum / Corrigendum - III

S. No.	Pg. No	Para No. / Clause No.	Existing Clause	Revised Clause
1	75	2) Escrow	<p>The Bank and the Bidder shall agree to appoint an escrow agent in India to provide escrow mechanism for deposit of source code of any custom developments made on the proposed solution/platform by the Bidder to enable bank to protect its interests in an eventual situation.</p> <p>In case of a disagreement between the Bank and the Bidder regarding appointment of an escrow agent, the Bank shall appoint an escrow agent in its entire discretion which shall be final and binding on the Bidder</p> <p>The Bank and the Bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter alia, the events of the release of the source code and the obligations of the escrow agent.</p> <p>As a part of the escrow arrangement, the successful bidder is expected to provide detailed code documentation of the Customer Relationship Management Platform.</p>	Existing Clause stands deleted .

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			<p>The Escrow arrangement suggested by the successful bidder shall not be binding on the Bank. The Bank reserves the right to explore alternate escrow mechanisms based on the Bank's existing practices. The Bank and the successful bidder may enter into such an escrow arrangement that is mutually agreed upon by the two parties. The source code of any custom developments made on the proposed solution/platform by the Bidder is to be kept in escrow once a quarter.</p> <p>The escrow will be released to and become the property of the Bank in the event that the agreement is terminated for either default or insolvency or should the bidder cease or give notice of intention to cease to provide maintenance or technical support service for the software as required by the agreement. All payment and costs with respect to lodging of software with escrow services in India would be borne by the successful bidder. Cost of any additional lodging of the software will be borne by the Bank.</p>	
2	93	36) Intellectual Property Rights (IPR)	<p>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</p>	<p>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.</p> <p>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</p>

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			<p>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.</p> <p>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.</p> <p>Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.</p> <p>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</p>	<p>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.</p> <p>Bidder warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.</p> <p>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 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</p>

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			<p>replaced or modified, accept the return of the deliverables and reimburse 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.</p> <p>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.</p> <p>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.</p>	<p>responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed product.</p> <p>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.</p> <p>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.</p>



HO: ANALYTICS CENTRE OF EXCELLENCE,
66 RAJAJI SALAI, CHENNAI – 600001

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3	144	ANNEXURE-V Manufacturers' Authorization Form (MAF)	Manufacturers' Authorization Form (MAF)	Revised ANNEXURE-V Manufacturers' Authorization Form (MAF) enclosed.

Authorized Signatory



ANNEXURE-V

Manufacturers' Authorization Form (MAF)

(To be provided on Letter-Head of OEM duly signed & stamped by their Authorized Signatory)

No.

Date :

To

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

MAF for your RFP No. GEM/2024/B/5766107 dated 30/12/2024

Dear Sir,

We who are established and reputable manufacturers/ developer of (*name of product offered*) do hereby authorize M/s.....(*name and address of Agent*) to submit a Quote, and sign the contract with you for the solution offered by us against the above RFP (Request for Proposal).

We hereby extend our full warranty/support 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.

In case the bidder i.e. M/s _____ is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.



HO: ANALYTICS CENTRE OF EXCELLENCE,
66 RAJAJI SALAI, CHENNAI – 600001

Yours faithfully,

(Name)

(Name of OEM)

Designation:

Email ID:

Telephone/Mobile No:

Note: This letter of authority should be on the letterhead of the OEM and should be signed by a person competent and having the power of attorney to bind the OEM. It should be included by the Bidder in its bid.