

Ref: CO/DBD/1735/R1/2020-21

18.11.2020



Request for Proposal (RFP)

for

**Implementation of VCIP (Video Customer Identification Process) Solution for
Customer on boarding**

Date and time of Pre Bid Meeting	25/11/2020 at 03:00 PM
Last Date for receipt of bids	10/12/2020 at 03:00 PM
Date and time of opening Technical bids	10/12/2020 at 03:30 PM



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

SCHEDULE

1)	Tender Reference Number and Date	RFP No. Ref: CO/DBD/1735/R1/2020-21 dated 18.11.2020.
2)	Last date for seeking Pre-bid clarifications/ queries through email arun.dev@indianbank.co.in alphons.kujur@indianbank.co.in shanthi.sk@indianbank.co.in	24/11/2020 by 05:00 PM
3)	Last Date & Time for submission of Bids in Online & Offline Mode	10/12/2020 at 03:00 PM Address for physical submission Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
4)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications. g. Commercial bid h. Any other information sought by the Bank with relevant to this tender



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

5)	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O.TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2</p>
6)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	<p>10/12/2020 at 03:30 PM</p> <p>Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014</p>
7)	Date of Online opening of commercial bid (Part II)	Will be intimated after technical evaluation of the bids submitted.
8)	Earnest Money Deposit/Bid Security	<p>Rs.3,00,000/- (Rupees Three Lakh Only)</p> <p>Valid for 135 days from the last date for submission of Bid in the form of a Bank Guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank. (Mode of submission: Offline)</p> <p>MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period.</p>
9)	RFP Cost	<p>Non-refundable Rs. 5,000/- in the form of DD favouring "Indian Bank".</p> <p>(Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.):</p>



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

		Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour Mode of submission: (Offline for DD/Online for e-transfer)
10)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s. Antares Systems Limited through website https://www.tenderwizard.com/indianbank

This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.com/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP, however Clarifications, Modifications and Date of Extensions, if any, will be published in website and e-procurement portal only.

The term "Bid" & "Quote/Quotation" bears the same meaning in this RFP.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

SECTION – I

REQUEST FOR PROPOSAL (RFP)

The Bank is interested in identifying the companies providing the services for V-CIP (Video Based Customer Identification Process) solution to accomplish a complete paperless digital sourcing/on boarding process.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website. Part II will be commercial Bid. Intimation will be given to all qualifying bidders about the date and time of opening of commercial bid.

Interested eligible bidders may submit their quotation for, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.com/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.
2. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. Part II will be Commercial bid. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bid.
3. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company 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 quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, 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 bidder.
4. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.
5. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

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 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020.

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 tender
 - a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the bank, 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 bidder' means a bidder 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 bidder' means a bidder 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 bidder' means a bidder or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
 - e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
 - f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local bidder' may be above the L1 for the purpose of purchase preference.
- ii. Eligibility of 'Class-I local bidder'/'Class-II local bidder'/'Non-local bidders' 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 bidder', 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 bidder' and 'Class-II local bidder', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

bidders' shall also be eligible to bid along with 'Class-I local bidders' and 'Class-II local bidders'.

- c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- iii. Purchase Preference
 - a. Subject to the provisions of this Order and to any specific instructions issued by the bank or in pursuance of this Order, purchase preference shall be given to 'Class-I local bidder' 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 bidder' shall get purchase preference over 'Class-II local bidder' as well as 'Non-local bidder', as per following procedure:
 1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local bidder', the contract for full quantity will be awarded to L1.
 2. If L1 bid is not a 'Class-I local bidder', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local bidder' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local bidder's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local bidder' subject to matching the L1 price. In case such lowest eligible 'Class-I local bidder' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local bidder' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local bidders, then such balance quantity may also be ordered on the L1 bidder.
 - c. In the procurements of goods or works which are covered by para ii(b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local bidder' shall get purchase preference over 'Class-II local bidder' as well as 'Non-local bidder', as per following procedure:
 1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local bidder', the contract will be awarded to L1.
 2. If L1 is not 'Class-I local bidder', the lowest bidder among the 'Class-I local bidder', will be invited to match the L1 price subject to Class-I local bidder's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local bidder' subject to matching the L1 price.
 3. In case such lowest eligible 'Class-I local bidder' fails to match the L1 price, the 'Class-I local bidder' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local bidder' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

- d. "Class-II local bidder" will not get purchase preference in any procurement, undertaken by bank.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- v. Verification of Local Content:
- a. The 'Class-I local Bidder'/'Class-II local Bidder' 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 bidder'/'Class-II local Bidder', 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 Bidder'/'Class-II Local Bidder' 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 bidders 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 bidder 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 bidders 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 Bidder or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian bidders shall mean those entities which meet any of these tests with respect to India."

7. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA

- As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFQ, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
- If L1 bidder is an MSE, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFQ.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

- Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
- MSEs are also exempted from payment of cost of bid documents and submission of bid security.
- To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

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.

"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"



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause Bidder" (including the term 'tenderer', 'consultant' 'bidder' 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:

- 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, 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 shareholders 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;



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

9. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) 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 without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

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 before submitting the bid. Failure to furnish all information required by the Bidding Documents may result in the rejection of its bid and will be at the Bidder's own risk. Bank will not be responsible for the same.

2. Pre Bid Meeting

- a. A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **25/11/2020 at 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 **24/11/2020 by 05.00 PM**:

arun.dev@indianbank.co.in
alphons.kujur@indianbank.co.in
shanthi.sk@indianbank.co.in

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e. **Rs.5,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in schedule 9. Bidders have to ensure that cost of bid document i.e. Rs.5,000/- has already been remitted to the account as mentioned in Schedule 9, or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

Indian Bank, Head Office, 66, Rajaji Salai, 2nd Floor, Chennai- 600 001

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode (schedule 9) apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

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

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 the Bidding Document by modification(s) / amendment(s).

3.2 The amendments if any, will be published in the e-procurement website and will form part of the Bidding document.

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, if its bid is accepted.

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

1. Bidders should submit commercial bids online through etendering portal. The Bank will open the commercials after evaluation of Part I after intimating the technically qualified bidders.
2. The calling for quote does not confer any right on the bidder for being awarded any purchase order.

6. Bid Security (Earnest Money Deposit (EMD) & Cost of Bid Document

The Bidder shall furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of **Rs.3,00,000/-** (Rupees Three Lakhs Only).

Bank Guarantee should be valid for forty-five (45) days after the validity of the bid (i.e. Bid Validity 90 days + 45 days= 135 days from the last date for submission of Bid), in the format specified in the bid document (Annexure 7). Bank may seek extension of Bank Guarantee, if required.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful L1 bidder, whichever is earlier.

The successful Bidder's Bid Security will be discharged upon the Bidders signing the Contract and furnishing the Performance Security.

The bidder will forfeit the Bid Security

a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.

Or

b) in the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Security.

- "The relationship between the Parties 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 parties hereto or any affiliates or subsidiaries or its employees thereof or to provide any Party with the right, power or authority, whether express or implied to create such duty or obligation on behalf of the other party. The parties shall be deemed to be independent contractors and employees of one shall not be deemed to be the employees of the other.
- Successful bidder/ Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/Service Provider shall be paid by the successful bidder/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc."



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

SECTION-III

CONDITIONS OF CONTRACT

1) SCOPE OF WORK

The purpose of this RFP document is to setup and leverage V-CIP (Video Based Customer Identification Process) infrastructure to accomplish a complete paperless digital sourcing/onboarding process. The successful bidder need to Supply Implement and Maintain Video KYC Solution.

The detailed scope of work is mentioned below:

1. Functional Scope (Brief):

- a. V-CIP, to be carried out by an official of the Bank, for establishment of an account based relationship with an individual customer, after obtaining his informed consent. VCIP Solution provided shall adhere to the following stipulations by regulator:
- b. Provision to record video as well as capture photograph of the customer present for identification and use OTP based Aadhaar e-KYC for identification.
- c. Solution shall capture a clear image of PAN card to be displayed by the customer during the process. The PAN details shall be verified via bank API.
- d. Live location of the customer (Geotagging) shall be captured to ensure that customer is physically present in India. Necessary verifications to prevent Mock – Location, VPN etc. should be done.
- e. Solution shall ensure that photograph of the customer in the Aadhaar/PAN details matches with the customer undertaking the V-CIP and the identification details in Aadhaar/PAN shall match with the details provided by the customer.
- f. Solution shall ensure that the sequence and/or type of questions during video interactions are varied in order to establish that the interactions are real-time and not pre-recorded. Questions may be identified in consultation with concerned bank officials.
- g. All accounts opened through V-CIP shall be made operational only after being subject to concurrent audit, to ensure the integrity of process.
- h. Solution Provider should ensure that the process is a seamless, real-time, secured, end-to-end encrypted audiovisual interaction with the customer and the quality of the communication is adequate to allow identification of the customer beyond doubt.
- i. Liveliness check to be carried out in order to guard against spoofing and such other fraudulent manipulations.
- j. To ensure security, robustness and end to end encryption, the Solution provider shall carry out software and security audit and validation of the V-CIP application before rolling it out.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

- k. The audiovisual interaction shall be triggered from the Bank domain.
- l. The activity log along with the credentials of the official performing the V-CIP shall be preserved.
- m. Solution to ensure video recording is stored in a safe and secure manner and bears the date and time stamp.
- n. Solution should utilize latest available technology, including Artificial Intelligence (AI) and face matching technologies, to ensure the integrity of the process as well as the information furnished by the customer.
- o. V-CIP(Video- Customer Identification Process) should be compliant to regulations under RBI Master Direction RBI/2019-20/138 DOR.AML.BC.No.27/14.01.001/2019-20 Dated January 9, 2020 and its amendments from time to time. All regulatory / statutory requirements/ modifications to existing solution should be done without any additional cost to the Bank during the contract period.

2. Technical Scope:

- a) Communicate with bank officials and acquire required network, firewall permissions, URL white listing and security clearance.
- b) Active directory integration & CBS solution as per requirements.
- c) Integration with existing bank APIs for PAN, AADHAAR verification and other applications viz. LOS (Loan Origination System), IB Digi etc.
- d) Hardening/Complying to CISO/SOC/VAPT audit observation/ recommendation and industry best practice.

The following documents have to be provided.

- a) Subscription License certificate
- b) Implementation/Installation document
- c) User manual/Operation manual

Any other issues unforeseen now, but faced by the Bank during the contract period with respect to the supplied software subscription licenses should be sorted out by the bidder.

2) PERFORMANCE BANK GUARANTEE (BG)

On receipt of notification of award from the Bank, the Successful Bidder shall furnish the Performance security in the Performance Security Form provided in the Bid Document.

Failure of the Successful Bidder to comply with the requirement of signing of Contract and Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security

- Within 15 (fifteen) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish the Performance Security Form for 10% of total Purchase order value (exclusive of AMC and taxes) in the form of a Bank Guarantee issued by a Scheduled Commercial Bank or Foreign Bank located



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

in India valid for a period of Thirty Six (36) months with further one month claim period.

- The performance security submitted by the bidder shall be invoked by the Bank as compensation for any loss resulting from the Bidder's failure in completing their obligations under the Contract.
- 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 bidder's performance obligations under the Contract on receiving the request from the bidder.

3) AWARD & SIGNING OF CONTRACT

The Selected bidder has to return the duplicate copy of Purchase Order to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

The successful bidder shall be required to enter into a contract with the Bank, within 15 days of the award of the contract or within such extended period as may be decided by the Bank along with the letter of acceptance, NDA, BG and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

4) PERIOD OF VALIDITY OF BIDS

Bids should remain valid for the period of **90 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.

5) LIMITATION OF LIABILITY

Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

1. IP Infringement indemnity.
2. Bodily injury (including Death) and damage to real property and tangible property caused by Bidder's gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the Bidder that gave rise to claim, under this tender.
3. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

6) SUBCONTRACTING

Subcontracting will be at the discretion and prior approval of the bank.

7) PATENT RIGHTS

For any licensed software used by the bidder for performing services or developing software for the Bank, the Bidder should have right as well right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Bidder should not put the Bank at risk. The bank reserves the right to audit the license usage of the Bidder.

The bidder shall, at their own expenses, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, the bidder shall after due inspection and testing get the solution redesigned for Indian Bank at no extra cost.

The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible therefore, including all expenses and court and legal fees.

The Bank will give notice to the bidder of any such claim without delay, provide reasonable assistance to the Bidder in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

The bidder shall grant the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software provided by the bidder, including all inventions, designs and marks embodied therein perpetually.

8) NO WAIVER OF BANK RIGHTS OR SUCCESSFUL BIDDER'S LIABILITY

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected bidders, or relieve the finally selected bidders of their obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful bidder for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise affect or prejudice the rights of the successful bidder against Bank.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

9) INSPECTION, QUALITY CONTROL AND AUDIT

12.1 The Bank may, at its discretion, get the products, software solution and services of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors/ Reserve Bank of India. The finally selected bidder shall facilitate the same.

12.2 The selected bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.

12.3 The Bank may, at its discretion carry out pre-shipment factory / go down inspection by a team of Bank officials or demand a demonstration of the solution proposed on a representative model in Bidder's office as per specification provided by the Bank.

12.4 The Bank may, at its discretion inspect, test the products/solution after delivery of the same to the Bank and where necessary may reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the Bank or its representative prior to the products shipment from the place of origin or prior to the installation and commissioning.

12.5 The Bank at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank.

12.6 The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:

- (a) The Bank may, at its discretion carry out inspection/pre-shipment acceptance testing of goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards / specifications at factory site of the bidder before dispatch of goods, by the Bank's officials / Bank's Consultants / Testing Agency.
- (b) The bidder should intimate the Bank before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Bidder;
- (c) The Bank may, at its discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided by the Bank meriting waiver of such inspection of goods.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

(d) The inspection and quality control tests may be conducted on the premises of the bidder, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. If the testing is conducted at the point of delivery or at the final destination, due to failure by the bidder to provide necessary facility / equipment at their premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Bank's representatives to be borne by the bidder.

Nothing stated hereinabove shall in any way release the Bidder from any obligations under this contract.

10) CANCELLATION OF CONTRACT

The Bank shall have the right to cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of at least 3 (three) months, for any valid reason, including but not limited to the following reasons:

1. Laxity in following security standards laid down by the Bank
2. Excessive delay in execution of orders placed by the Bank
3. Discrepancies / deviations in the agreed processes and/or products/ software / solution/ services /licenses.
4. Violation of terms & conditions stipulated in this RFP

11) DELAYS IN THE BIDDER'S PERFORMANCE IN SUCCESSFUL IMPLEMENTATION OF THE PROJECT

Delivery of the models, trainings shall be made by the Bidder in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/PO. Any delay in performing the obligation /defect in performance by the bidder may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

12) LIQUIDATED DAMAGES

If bidder fails to perform services within stipulated time schedule for reasons solely attributable to the bidder, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum @ 0.5% per week, of the total contract price, for delay of each week or part thereof, maximum up to 10% of contract price. Once the maximum is reached, Indian Bank may consider termination of Contract pursuant to the conditions of contract.

13) TERMINATION FOR DEFAULT

Indian Bank may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or part: if the Bidder



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

fails to deliver any or all of the systems within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Bidder fails to perform any other obligation(s) under the Contract.

In the event Indian Bank terminates the Contract in whole or in part, Indian Bank may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those undelivered and the Bidder shall be liable to Bank for any excess costs for such similar systems or services. However, the bidder shall continue the performance of the contract to the extent not terminated.

14) TERMINATION FOR CONVENIENCE

Bank, by 30 days written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

The Equipments/services that are delivered in working condition and ready for deployment as on date of service provider's receipt of notice of termination shall be accepted by the bank at the Contract terms and prices.

15) FORCE MAJEURE

Any failure or delay by bidder or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, Page riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party, is not a default or a ground for termination.

If Force Majeure situation arises the Bidder shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by Indian Bank in writing, the 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.

16) TERMINATION FOR INSOLVENCY

Indian Bank may at any time terminate the Contract by giving written notice to the Bidder, if the bidder becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to Indian Bank.



Ref: CO/DBD/1735/R1/2020-21
17) INDEMNITY CLAUSE

18.11.2020

If at the time of the supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, then in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer on account of such claim, the bidder shall indemnify the Bank and keep it indemnified on that behalf.

18) IT ACT 2000

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

19) SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever shall arise between the Bank and the Successful bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.

If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the Successful bidder 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 Bank and the Successful bidder relating to any matter arising out of or connected with this 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 Bank and the Successful bidder; 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 Arbitrator appointed subsequently, the Presiding Arbitrator



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

shall be appointed by the Indian Banks' Association, India which appointment 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.

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.

22.1.1 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) please take note that inspite of any reference to Arbitration, the Bank shall pay the Successful bidder any monies due to them as per the Contract Terms.

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

20) LAW GOVERNING THE CONTRACT

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

21) APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India and any other guidelines having the force of law in India.



Ref: CO/DBD/1735/R1/2020-21
22) LANGUAGE

18.11.2020

The contract shall be executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

23) NOTICES

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified below. A notice shall be effective when delivered or on the notice's effective date. For the purpose of all notices, the following shall be the current address:

Assistant General Manager (BOD)
INDIAN BANK, Corporate Office
Banking Operations Systems Department
254-260, Avvai Shanmugam Salai,
Chennai 600 014.

24) BIDDER'S OBLIGATION

The bidder is obliged to work closely with Indian Bank's staff, act within its own authority and abide by directives issued by Indian Bank from time to time.

The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.

25) TESTING AND QUALITY ASSURANCE

The Bidder is to test the systems at the different implementation stages both prior to and post final launch. The underlying philosophy is to ensure that all requirements are met as per expectations prior to launch with a level of quality that is envisaged in RFP.

26) SERVICES

- All professional services necessary to successfully implement the proposed solution will be part of the RFP. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc.
- The bidder should submit as part of technical Bid an overview of Project Management approach of the proposed solution.
- Bidder should ensure that bidder's key personnel with relevant skills are always available to the Bank during implementation.
- Bidder should ensure the quality of methodologies for delivering the services and its adherence to quality standard.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

- Bidder should be willing to transfer skills to relevant Banking Personnel by means of training and documentation.
- For every change request Bidder should provide detail effort estimates to the Bank including the code change requirements, affected applications, resource requirements, testing requirement, time required to implement the changes etc.
- Bidder should provide and implement patches / upgrades / Software / OS / Tools/ Middleware etc as and when release by the Bidder/OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all release /version change.
- Bidder should obtain a written permission from the Bank before applying any of the patches / upgrades / updates.
- Bidder has to support older versions of the software / OS/ Tools / Middleware etc in case the Bank chooses not to upgrade to latest version.
- Bidder should provide maintenance support for Software / Operating System/ Tools / Middleware over the period of contract.
- All products updates, upgrades & patches should be provided by the Bidder/Bidder free of cost during support period.
- Bidder should provide legally valid software solution. The detail information on license count and type of licenses should also be provided to the Bank.

27) TRANSITION REQUIREMENT

In the event of failure of the bidder to render the Service or in the event of termination or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services from other source. The Bank may give a prior notice to the bidder before availing such service from alternate source. The bidder shall continue to provide services till a 'New Service Provider' completely replaces the bidder and bidder shall render all reasonable assistance and help to the Bank and to the new Service Provider engaged by the Bank for smooth switch over and continuity of the services. The bidder shall be liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternate source. Bidder should extend all necessary support to 'New Service Provider' in data migration by providing the existing Bank's data related to VCIP as per the Bank's/New Service Provider's format at no additional cost to the Bank.

28) CONTINGENCY CLAUSE

The bidder shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The bidder at Banks discretion shall co-operate with the Bank in case on any contingency.



Ref: CO/DBD/1735/R1/2020-21
29) TERMS & CONDITIONS

18.11.2020

- a) Language of Bid: All bids and supporting documentation shall be submitted in English.
- b) Indian Bank reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the bidder.
- c) Any Bid not containing sufficient information, in view of Indian Bank, to permit a thorough analysis may be rejected.
- d) The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- e) Indian Bank is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- f) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its website www.indianbank.in before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- g) Bids not conforming to the requirements of the RFP may not be considered by Indian Bank. However, Indian Bank reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion of Indian Bank, the best interest of Indian Bank be served by such waiver.
- h) Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.
- i) Indian Bank reserves the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by Indian Bank in its sole discretion include but are not limited to, the following:
 - Services Contemplated are no longer required
 - Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments
 - Proposed prices are unacceptable to the Work
 - The Project is not in the best interest of Indian Bank
 - Any other reason
- j) Pre-bid meeting, if any, will be held to brief the intending bidders about the requirements of the Bank and to furnish clarifications on any points / queries received from them. No separate communication will be sent for this meeting.
- k) Indian Bank reserves the right to verify the validity of bid information and to reject any bid where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

- l) Indian Bank reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.
- m) During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. Nothing herein shall affect bank's public recruitment process.
- n) All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.
- o) Bidder should carry out any change request necessitated by the Bank
- p) Bank may choose to take an undertaking from Bidder employees to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Bidder's employees worked/working on Bank's project as may have been undertaken / executed by the Bidder. Bidder should be agreeable for any such undertaking/verification.
- q) The bidder shall explicitly absolve the Bank of any responsibility / liability for use of system / application software delivered along with the equipment, (i.e. the bidder shall absolve the Bank in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.
- r) **Use of Contract Documents and Information:** The Bidder shall not, without the Bank'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 Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Bidder will treat as confidential all data and information about the Bank, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank.

30) Uptime Requirement (Cloud and on- premise services)

The system is said to be up when user is able to use the system without any performance problem or glitches.

The system needs to be up 99% of the total hours (Quarterly basis).

Uptime (%) = ((Sum of total hours during month – Sum of downtime hours during month) X 100) / Sum of total hours during month.

The penalty applicable for every 0.1 % drop in uptime is 0.1% of the cost of contract.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Periodicity of uptime calculation may be changed at the sole discretion of the bank from monthly to daily/quarterly etc. as per uptime requirements of the project.

31) PROJECT DURATION/CONTRACT PERIOD

The contract period will be for 3 years. For 3 years, bidder will develop and support models, reports and solution.

32) CONFIDENTIALITY

The Bidder will be exposed, by virtue of the contracted activities, to internal business information of Bank, affiliates, business partners and /or customers. The Bidder would be required to provide an undertaking that they will not use or pass to anybody the data/information derived from the Bank's database and any other data source in any form. The Bidder must safeguard the confidentiality of the Bank's business information, applications and data. For this, the Bidder and employees of the Bidder are required to sign Non-disclosure agreement with Bank.

Disclosure of any part of the afore mentioned information to parties not directly involved in providing the services requested, unless required to do so by the Court of Law or other Statutory Authorities, could result in premature termination of the contract. The Bank may, apart from blacklisting the Bidder, initiate legal action against the Bidder for breach of trust. The Bidder shall also not make any news release, public announcements or any other reference on RFP or contract without obtaining prior written consent from the Bank.

33) OWNERSHIP

All information possessed by the Bidder during the period of engagement belongs to Indian Bank. By having the responsibility of implementing VCIP in the Bank, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

34) REPLACEMENT

Resource(s) deployed on the project can be replaced with a minimum notice of one month with the prior approval of the Bank. The replacement resource(s) should be acceptable to the Bank and part of transition for 1 (one) month. Any transition or notice of less than stipulated period will attract a penalty of Rs. 1,00,000/- (Rupees one Lac Only). In case of replacement due to resignation, no penalty will be levied.

Bank will have the sole discretion not to accept any resource, if found not satisfactory to the Bank. Bidder will face penalty as per penalty clause if replacement issues are causing delay in project execution.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

35) CONTRACT AMENDMENTS

No variations in or modifications of the terms of the contract shall be made except by written amendment signed by the parties.

36) PERIODIC REVIEW

Indian Bank may periodically review progress of the project and if it is not found satisfactory, the Bank may terminate the contract. Bank may decide to interview the persons involved in the activity of VCIP implementation in the Bank at any time during the project period, at its sole discretion.

37) PROJECT SUPPORT

The Bidder should support the Bank during validity of the contract period to successfully complete the scope outlined by the Bank in the RFP.

38) PENALTY

If the Bidder fails to deliver or fails to comply with the phase wise deadlines and/or milestones and/ or timelines for reasons solely attributable to the bidder, the Bank may, without prejudice to its other remedies under the Contract/RFP, and unless otherwise extension of time is agreed upon, deduct from the Contract Price, as Penalty, a sum equivalent to 0.5% per week or part thereof of contract price subject to maximum deduction of 10% of the phase wise cost for each week or part thereof of delay, until actual delivery or performance. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

- i. An unexcused delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and / or termination of the contract for default.
- ii. If at any time during the performance of the contract, should the Bidder encounter conditions having an impact on the timely delivery of the goods and performances of services, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the contract.
- iii. Bank will have right to recover any opportunity loss or monetary loss incurred by the Bank due to delay of the bidder in meeting timelines specified for the project, negligence of bidder, etc.
- iv. The penalty may be recovered from project cost/AMC cost/BG as per discretion of the Bank.

The penalty for various breaches is as follows.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

S.No	Parameter	Penalty	Ceiling
1.	Adherence to Milestone timelines	If the Bidder fails to achieve the delivery of any phase within defined duration for reasons solely attributable to the bidder, the payment to bidder will be liable for deduction as penalty which will be @ 0.5% of total contract price for delay of each week or part thereof.	10% of Total payment linked to the total contract price.
2.	SLA	<p>1) Uptime – 99 % uptime average on quarterly basis for the solution.</p> <p>The penalty applicable for every 0.1 % drop in uptime is 0.1% of the cost of contract.</p> <p>For support model single instance of failure in providing different kind of support, every hour post Resolution time will call (as detailed in table below) for following penalty</p> <ul style="list-style-type: none"> High:0.03% Medium:0.02% Low:0.01% <p>The above percentages are of the contract price.</p>	10% of the total contract price.

Below is the Indicative response & resolution time matrix and shall be finalized by the Bidder and Indian Bank

Support Category	Criteria	Maximum Response Time	Resolution
High	The system cannot be used for normal business activities.	2 hours	8 hours
Medium	There is a problem with part of the system, which impacts on Indian Bank's decision making. No viable workaround is available.	4 hours	12 hours
Low	A fault, which has no particular impact on processing of normal business activities.	12 hours	24 hours

Once the maximum penalty is reached under any parameter, Indian Bank may consider termination of contract pursuant to the conditions of the contract.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

39) COVERAGE OF ALL BANKS UNDER THE EPF AND MP ACT 1952

The successful bidder has to submit attendance, salary, appointment letters etc., of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF and MP Act 1952. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

40) BIDDER EMPLOYEE BACKGROUND VERIFICATION

Details of background check conducted for bidder staff provided for onsite support, their KYC details have to be shared with the Bank.

41) EXIT REQUIREMENTS

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Bidder shall render all reasonable assistance and help to the Bank and to any new bidder engaged by the Bank, for the smooth switch over and continuity of the Services.

42) ELIGIBILITY CRITERIA

The bidder must satisfy the following minimum qualification criteria and should submit the required proof.

- The Bidder should be Limited Company and should be in existence in India for the last 3 years (as on 31.03.2020).
- The Bidder should be Net profit earning organization in each of the last three financial years. (2017-18, 2018-19, 2019-20)
- The Bidder should not have been blacklisted currently by any Government Dept. / PSU / Banks/Regulators.
- The Annual turnover should be more than Rs. 5 crores for each of the last three financial years. (2017-18, 2018-19, 2019-20)
- Documentary proof and satisfactory letter for bidder having implemented/ Under Implementation status of VCIP Solution as per RBI Norms from Minimum of 1 Client (Bank/ NBFC)

(Satisfactory letter format: Annexure 2)



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

43) EVALUATION

➤ General evaluation

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

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

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

➤ Technical evaluation

The systems offered should meet all the mandatory technical and Functional specifications (Part-I) as stipulated in the quote. The Bidder should agree all the Other Terms and Conditions mentioned in the RFP.

Solution will be evaluated against the Evaluation Matrix as per Annexure 1A. Technically qualified bidders shall be called for Commercial Evaluation.

➤ Commercial evaluation- As per Annexure 1B

44) DELIVERY LOCATIONS

Required Application Server Software's (required for API integration) needs to be installed and configured in Bank's DC location.

45) PROJECT MILESTONE AND TIME LINE

License delivery of any required software solution on bank premise for external communication with cloud server shall be completed within 1 week from issue of PO. Software implementation & configuration should be completed within thirty (30) days from the date of Purchase Order.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

46) WARRANTY/SOFTWARE ASSURANCE (SA)

All software shared as part of this project should be perpetual in nature and should carry one-year warranty and AMC support for 2nd year.

47) MAINTENANCE AND SUPPORT

- On bank's request, the successful bidder has to provide necessary onsite support during the contract period within 48 hours of receiving request from the Bank.
- Software implementation and maintenance including 24*7*365 onsite support on call basis. The response time from OEM for any call logged should be within two hours.
- Manpower support to be provided onsite during the implementation till go live.
- 99% up time to be maintained, calculated on a 24*7 basis per quarter for all equipment supplied. The penalty applicable for every 0.1 % drop in uptime is 0.1% of the cost (Upper Cap of 10%) of contract cost. The same would be deducted from the subscription charges payable during the contract period. In case, the penalty amount is more than amount payable by bank towards subscription, bank reserves the right to invoke the performance security submitted by the successful bidder.

48) PAYMENT TERMS

- **Implementation Charges - UAT Clearance:** 25 % of the cost towards Implementation will be paid on Completion of UAT.
- **Go Live - Implementation Charges:** 50 % of the cost towards Implementation will be paid on Successful go Live.
- **15% of Implementation cost will be paid in advance for 2nd year from go live.**
- **10% of Implementation cost will be paid at the end of 2nd year.**
- **Enrolment Charges:**

Customer Enrollment charges will be paid quarterly in arrears based on actual invoice raised. Cost will be calculated based on specified slab as per commercial bid.

TDS will be deducted for the payment, if applicable.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

SECTION-IV
INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

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

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

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



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

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

The following steps are to be followed during the registration process

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

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

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



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100
Support Email: gunaseelan.m@antaressystems.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

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

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

Please take care to scan documents so that total size of documents to be uploaded remains minimum. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

2.4. BID RELATED INFORMATION

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

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



Ref: CO/DBD/1735/R1/2020-21
2.5. OFFLINE SUBMISSIONS

18.11.2020

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

- a) Earnest Money Deposit/Bid Security
- b) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 9)

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

The bidder is requested to submit the original documents in a Sealed Envelope on or before **10/12/2020, 03.00 PM** to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as "**Implementation of VCIP (Video Customer Identification Process) Solution for Customer on boarding**" and the words 'DO NOT OPEN BEFORE (**10/12/2020 at 03.30 PM**)'.

2.6. OTHER INSTRUCTIONS

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

The following 'Four Key Instructions' for bidders must be assiduously adhered to

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

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



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

SECTION-V

PART I - Functional and Technical Requirements

Date:

The Asst. General Manager
CO: Digital Banking Division
Indian Bank
254-260 Avvai Shanmugam Salai
Chennai 600 014.

Dear Sir,

Sub: Implementation of VCIP (Video Customer Identification Process) Solution for Customer on boarding.

Ref: Your RFP No. CO/DBD/1735/R1/2020-21 dated 18.11.2020.

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

A. Technical Requirements

The weightage for this section is 41 marks. The total scores will be scaled according to the total marks.

The response to each line item under each functional head should be as per the table below.

Compliance	Description	Score
R	Standard feature- Readily available in solution (May customize via Parameterization without modification to source)	10
C	Customization required. Customization possible within the same solution proposed without adding 3 rd party components and completion within stipulated timelines before going live. The Solution will be customized	5
X	Not Complied. (Remarks Maybe Specified)	0

Note: The Bank reserves the right to disqualify the bidder if any mandatory requirements are not available in the solution.

SI No	Requirement	Mandatory	R/C/X	Remarks
1	Integration Requirement			
1.1	Ability to integrate with CBS (Bancs).	Y		



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

1.2	Should support integration with existing Mobile Banking Apps.(Support for native iOS & Android)	Y		
1.3	PWA (Progressive Web App) integration with Bank Website.	Y		
1.4	Should support AD, HRM ERP solution integration.	Y		
1.4	Solution should provide required web, application sdk components out of the box.			
1.5	Integration with existing systems will be sole responsibility of the bidder. However, Bank shall provide required APIs for integration.	Y		
1.6	Application to support Minimum 25 concurrent customer on-boarding initially and should be scalable as per banks requirements.			
2	Database requirements			
2.1	Should support Oracle, MsSQL Database.	Y		
2.2	Should Support patch management / up gradation of database.	Y		
3	General IT related Requirements			
3.1	Audit trail of all the activities should be maintained	Y		
3.2	Customizable dashboard as per bank KPI requirements and facility to export reports into different formats viz. Word, Excel, PDF, Text, CSV and HTML.	Y		
3.3	The solution should archive the data on HDD/ Peripherals and retrieve from the above for the purpose of processing.	Y		
3.4	Database link, Data Dictionary and support should be provided to Bank's Data Warehousing & MIS project to enable them to generate the reports in Bank's formats without any additional cost.	Y		
3.5	All regulatory / statutory requirements/ modifications to existing solution should be done without any additional cost to the Bank during the contract period. If bank upgrades the hardware, operating system or database the software must support new hardware and database during the contract without any additional cost to bank.	Y		



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

3.6	All software installed must be maintained with latest patches and fixes free from any known bugs, vulnerabilities, etc. Certificate for the same should be submitted half-yearly to Bank by the successful bidder.	Y		
3.7	The Bank reserves the right to do Vulnerability Assessment and Penetration Testing (VAPT) audit of the solution provided by third party security auditors appointed by Bank periodically or as per regulatory guidelines. The vendor shall fix/ rectify the vulnerabilities and observations found by the IS Auditor free of cost and submit the final compliance/closer report/certificate from the Auditor. First IS Audit and VA/PT should be conducted prior to deployment of V-CIP Solution.	Y		
3.8	Solution should be capable of migration from Opex to Capex environment as per banks requirement.	Y		
4	Security / Audit Trail			
4.1	The system should enable profiling of users and definition of control levels and passwords.	Y		
4.2	The supplied application software must be secured against cyber/virus attacks (TSL/HTTPS for all Web portals). The sole responsibility of data theft (if any) is vested on successful bidder, if the data theft happens due to supplied software security issues with adware/malware/virus or other related attacks.	Y		
4.3	All Error messages must be logged. It should be possible to look up on- line (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action. Error messages or events of a certain severity level should be immediately notified automatically by email and SMS to the System Administrator's Group and actual user.	Y		



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

4.4	Maintenance of a secure, auditable log of access to the system, identifying user-id, date, time, functions accessed, operations performed. The raw logs have to be stored for at least 10 years.	Y		
4.5	Cloud solution should adhere to Bank Security Policies and security guidelines from regulators viz. CERT-IN, RBI etc. The Bank reserves the right to do Audit and reject any solution which may not comply with specified policies. All regulatory / statutory requirements and its amendments from time to time should be carried out without any additional cost to the Bank during the contract period.	Y		
4.6	Application Security: Service provider at times to provide, maintain and support it software and subsequent updates, upgrades and bug fixes such that the software is and remains secure from vulnerabilities.	Y		
4.7	The solution must have 3rd party Information Security Audit Report by a CERT-in empanelled agency.	Y		
4.8	Data Residency: The Platform should be entirely hosted in the country 'India'. All data, replications and backup stored on the platform must always reside within the country 'India'.	Y		
4.9	Security logging: Security events, audit trails and logs for administrators and user activity should be enabled to monitor and detect suspicious activity.	Y		
4.10	The PII (Personally Identifiable Information) of the customer either in transit or at rest must be in encrypted format	Y		
5	Networking / Bandwidth Requirements			
	Opex Model:			
	Year	Bandwidth required with units like Mbps/Kbps		
	DC and DR	DC/DR to Bandwidth per user	DC/DR to Branch per user	



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

	1st						
	2nd						
<u>(On-Premise Migration of Cloud Architecture - Capex Model)</u> Vendor should support migration to Capex environment as per banks requirement. (Future Scope)							
Year		Bandwidth required with units like Mbps/Kbps					
	DC and DR	DC/DR to	DC/DR to Branch per user				
		Bandwidth per user					
1st							
2nd							
Please submit Migration Mechanism and Implementation Architecture for proposed Capex Model.							
6	Hardware requirements to be specified as below for Opex/Capex Models						

➤ **RECOMMENDED HARDWARE SPECIFICATION REQUIRED FOR THE PROPOSED SOLUTION AT DC. (OPEX) To be used For Handling APIs at BANK side and to stored captured data**

To be submitted along with Technical bid in below format: **(Sizing to be made for 5 years)**

a) Server:

<u>Sl.no</u>	<u>Quantity</u>	<u>Processor(Make & Model)</u>	<u>HDD</u>	<u>Storage</u>	<u>Purpose</u>

b) Storage:

<u>Sl.no</u>	<u>Capacity (GB)</u>	<u>IOPS</u>	<u>Latency</u>	<u>Purpose</u>
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Ref: CO/DBD/1735/R1/2020-21

18.11.2020

c) Any other infrastructure pre-requisite required in detail.

Note: Bank will arrange for equivalent DR infrastructure, the service provider has to configure replication between DC and DR

- **RECOMMENDED HARDWARE SPECIFICATION REQUIRED FOR CAPEX MODEL SHALL ALSO BE SUBMITTED. (Future Scope)**

To be submitted along with Technical bid in below format: **(Sizing to be made for 5 years)**

a) **Server:**

<u>Sl.no</u>	<u>Quantity</u>	<u>Processor(Make & Model)</u>	<u>HDD</u>	<u>Storage</u>	<u>Purpose</u>

b) **Storage:**

<u>Sl.no</u>	<u>Capacity (GB)</u>	<u>IOPS</u>	<u>Latency</u>	<u>Purpose</u>

c) Any other infrastructure pre-requisite required in detail.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

B. Functional Requirements

The weightage for this section is 50 marks. The total scores will be scaled according to the total marks

The response to each line item under each functional head should be as per the table below.

Compliance	Description	Score
R	Standard feature- Readily available in solution (May customize via Parameterization without modification to source)	1* Score
C	Customization required. Customization possible within the same solution proposed without adding 3 rd party components and completion within stipulated timelines before going live. The Solution will be customized	½ Score
X	Not Complied. (Remarks Maybe Specified)	0

Sl. No	Requirement	Score	Mandatory	R/C/X	Remarks
1.	V-CIP(Video- Customer Identification Process) should be compliant to regulations under RBI Master Direction RBI/2019-20/138 DOR.AML.BC.No.27/14.01.001/2019-20 Dated January 9, 2020 and its amendments from time to time. All regulatory / statutory requirements/ modifications to existing solution should be done without any additional cost to the Bank during the contract period.	2	Y		
2.	The solution should support User access management based on roles, departments and designations.	2	Y		
3.	VCIP Solution should be extensible with minor customization on work flow to provide Digital Life Certificate via VKYC. Customer existence shall be verified via video customer identification process.	1			
4.	Solution Should be customizable to capture required data points as per banks requirement.	2	Y		

Ref: CO/DBD/1735/R1/2020-21

18.11.2020

5.	V-CIP Application, web interface (Progressive Web Apps) etc. maybe hosted on-Cloud however data should be pushed on real-time basis to bank Database and should not be stored or retained in cloud.	2	Y		
6.	PAN / Aadhaar verification to be done via bank APIs.	2	Y		
7.	All communications should be made via secure channel and should have end to end encryption.	2	Y		
8.	Should support integraion with existing bank service viz Loan Origination System, IB DIGI, and Other Bank APIs as per bank requirement. Integration to existing channels should be done at free of cost to bank.	2	Y		
9.	Out of Box Native/Hybrid sdk integration for mobile applications.	1			
10.	The solution should support interface or integration with all digital customer facing channels like website, chatbot, Mobile Apps etc..	2	Y		
11.	The solution should support capability to transfer customers call between officials.	2	Y		
12.	The solution should support Call wait time calculation for customer calls and should have a Call routing module. Routing should also consider customer location, Language preference by customer etc.	2	Y		
13.	The solution should support Validation of other KYC documents uploaded viz. DL, passport, etc.	2			
14.	Solution shall ensure client device mock location/ VPN is disable while capturing geolocation.	2	Y		
15.	IP and geolocation comparison to be made to prevent spoofing.	2	Y		
16.	Post completion of video call, after mutually decided timelines data taken in the session should be stored in Bank	2	Y		



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

	premises along with a customer photograph. No footprint/trace of the video call/Photograph can reside outside Bank data center. The solution should be integrated with Bank's DMS to push / pull to Bank's own Infrastructure through API integration.				
17.	The Solution shall capture a clear image of PAN card to be displayed by the customer during the process, The solution must be capable to extract pan details from the image & verify from the database of the issuing authority (Validation API will be provided by Bank if requested).	2	Y		
18.	Live location of the customer (Geo tagging), along with the accuracy of the location shall be captured & displayed to ensure that customer is physically present in India. Address of the customer, Video KYC call location to be returned through API via reverse geo-coding technique. Alert to be thrown (in the API response) if the customer is taking the call from a location outside India.	2	Y		
19.	The solution should enable the Bank Official to ensure that photograph of the customer in the Aadhaar/PAN details matches with the customer undertaking the Video KYC using face match techniques and the identification details in Aadhaar/PAN shall match with the details provided by the customer.	2	Y		
20.	Solution should support Aadhar XML based customer verification. In case of offline verification of Aadhaar using XML file, it shall be ensured that the XML file generation date is not older than 3 days from the date of carrying out Video KYC.	1	Y		
21.	There should be an option in the solution to perform concurrent and post-facto audit of the Video KYC process (customizable as per the Bank's requirement).	2	Y		



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

22.	The solution shall ensure that the process is a seamless, real-time, secured, end-to-end encrypted audiovisual interaction with the customer and the quality of the communication is adequate to allow identification of the customer beyond doubt (Dependent Bank infrastructure should be explicitly mentioned in the response).	2	Y		
23.	Solution should able to save the video securely with date/time stamp.	2	Y		
24.	The Solution should support Real-time liveness check to ensure customer is actually present (no photo of photo) and real document is actually shown (no digital copy) in order to guard against spoofing and such other fraudulent manipulations.	2	Y		
25.	In Case Aadhaar Card is displayed by the customer for Proof of Identity and Proof of Address, the solution must redact or black out the Aadhaar Number in the stored Video.	2	Y		
26.	The solution must be capable of Face Matching features between the live customer in video and the photograph present in the documents. In any case, the Bank official should be able to capture his/her manual judgement of face matching in the system. Matching matrix also should be provided real-time to the agent. Video session should be capable to recognize the face and should not allow to capture the picture of user if the face is not recognized in the frame.	2	Y		
27.	The solution must allow Bank official to ask random questions during verification process. (customizable as per Bank requirement)	2	Y		
28.	The solution must possess real-time Dashboards capabilities to track video KYC activities. The solution must be capable of providing tracking dashboards & Reports on the initiated V-KYC sessions.	2	Y		



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

	MIS Reports need to be customize as per Bank's requirement.				
29.	The Video KYC request should reach the customer from Bank domain.	2	Y		
30.	The solution must be capable of handling queues based on multiple criteria (based on language, type of KYC (saving/current /loan)).	1	Y		
31.	The solution should be compliant with all latest guideline of the regulatory authorities. During the contract period, successful vendor need to make necessary changes in the solution to meet regulatory requirement changes at free of cost.	2	Y		
32.	Successful bidder will provide the training (Classroom / Webex as feasible) to 5 batches of Bank official on Train the Trainer model for all proposed features and functionalities.	2	Y		
33.	Solution should able to capture signature during the video session.	2	Y		
34.	Bank's environment should not be shared with other clients. Bank should have it's own segregated environment.	2	Y		
35.	The Solution should have proper Business Continuity Plan. As part of BCP The solution should have Data Center & Disaster Recovery Center in different seismic zone and both should hosted in India.	2	Y		
36.	The solution should be able to integrate with Bank's Security Operation Centre for monitoring purpose.	2	Y		
37.	Solution should be portable from cloud model to On premise / Bank's cloud service provider, if required by the Bank in future.	1	Y		
38.	Support for the solution should be dedicated and 24x7.	2	Y		
39.	Solution should support both Live Assisted Video KYC (Customer will interact with an employee over video) and Non Assisted Video KYC (Customer will complete the process on their own).	1			



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

40.	Solution should enable customers to come to a 2 way Video calling session with an Bank Official. The joining process of the video call should be hassle free for the customer as well as the official. The joining request should be initiated by the end customer on the platform of the Bank.	2	Y		
41.	The solution must be capable of Identify & classify the document by performing OCR of the documents produced by the customer in the video KYC call.	2	Y		
42.	The solution should allow to priorities customer on various criteria like senior citizen, urban-rural, product based etc	1			
43.	IP Whitelisting: The service provider must have the capability of IP whitelisting to restrict platform access from a limited number of known locations / IP addresses both for accessing the service as well as for accessing Platform administrative consoles.	2	Y		
44.	The solution should provide indicative network statistic to warn the customer about bad internet connection- It should be capable to initiate reconnection in case of call drop.	1	Y		
45.	The solution architecture should allow to quickly scale up in case volume surges up. Any limitation to future scalability should be mentioned in the response.	2	Y		
46.	The solution should have ability to compress the video file with best possible compression technique. (Minimum of 70% Compression on original)	2	Y		
47.	The solution should be responsive in nature and should support all mobile/devices/form factors, browsers and operating systems (Mac, Linux, Windows, Android, iOS etc.).	2	Y		
48.	The solution should have proper ticketing-based support mechanism with complaint tracking.	2	Y		
49.	The data should be stored in encrypted	2	Y		



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

	from with Bank's encryption key.				
50.	Solution should support single sign on for Bank's agent from Bank's AD system.	2	Y		
51.	Client side session should not be started until all requirement for video session are met like adequate lighting, adequate network speed, permissions like camera, mic, geolocation etc.	2	Y		
52.	The solution should support multilingual platform and should ask customer for their preferred language and show further instructions in his/her preferred language.	2	Y		
53.	Solution should support to provide multilevel disclaimers to the user at their preferred language.	2	Y		
54.	Before submission there should be option to put remarks of agent for each verification.	2	Y		
55.	Solution should have capability to fraud check. Solution should able to identify if any suspicious browser plugin is working on client side and show the status to agent realtime. Agent should able to terminate the session with remark if any suspicious activity observed on client side	1	Y		
56.	Based on the queuing system should able to show user approximate time for waiting and give option to reschedule the appointment. The waiting time should be real time and dynamic which should be change as per ongoing verification process activities.	2	Y		
57.	Bank should able to show some product ad /video to the customer during the waiting time.	1			
58.	Solution should able to populate customer data from API call from Bank's system.	2	Y		
59.	Agent should able to mark their presence to the system. Any agent is ideal for more than predefined time period should be marked asinactive till the time of his/her next activity. Call should be forwarded to active agents only.	1	Y		



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

60.	Solution should be able to trigger OTP to the customer during video session and customer can authenticate by reading it during the session.	1	Y		
61.	Bank should be able to configure various journey (credit card, saving account, loan) separately and can capture the documents accordingly.	1			
62.	Agent onboarding & workflow should be customizable as per Bank's requirement.	2	Y		
63.	KYC verification workflow should be customizable as per Bank's requirement.	2	Y		
64.	Solution should support maker checker mechanism as part of work flow.	2	Y		
65.	Solution should have ability to schedule call also it should have capability to mark holidays and nonworking hours. User should not be able to book appointment on nonworking hours.	2	Y		
66.	Solution should have capability to complete VKYC process even on low bandwidth on customer end.	1			
67.	Solution should provide network connection quality indicator for both end (agent & Customer)	2	Y		
68.	Solution should have ability to generate Transcript for conversation.	1			

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

Office Seal

Address:

Date:

For
(Authorized Signatory)

Name:

Designation:

Contact No(LL/Mob):



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Annexure –1A

EVALUATION PROCESS

The Bank will evaluate the technical bids received in response to the RFP as below:

Bidders will be evaluated against the eligibility criteria mentioned in **SECTION III, Clause 45**. The bidder has to comply with all the eligibility criteria without fail. The bid will be evaluated as per the Evaluation Matrix given below. Further, the bidder needs to provide necessary details/documents for scoring against the maximum marks mentioned below.

Evaluation Matrix: -

S.No	EVALUATION CRITERIA						MARKS
1.	VCIP Implementation /Under Implementation Experience: Maximum of 3 Minimum of 1 reference can be provided. a) Each Reference is given a score of 10. (ie. Max of 24: 3*8)						24
	Sl.No	Reference	Contact Name.	Designation	Mobile No. & Email	Ref. No of letter of satisfactory implementation.	
	b) To Receive Score, letter of satisfactory implementation/ Under Implementation status to be submitted for each Reference along with detailed scope of work from each reference on bidders letter head with authorized signature and seal.						
2.	Bidder having office in Chennai. Documentary proof to be submitted along with Bid.						10
3.	Technical Requirements for Solution Provided as per Part –I (A)						41
4.	Response to Functional Specification as per Part –I (B)						50
5.	Demo and Presentation* submitted by the bidders covering product features, support, infrastructure, implementation and maintenance strategy, company’s financial and project management capabilities etc. <ul style="list-style-type: none">• All fields to be demonstrated.• Implementation approach and methodology submitted along with Technical Bid to be explained in presentation.						25
TOTAL							150



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

*Based on Bidder's technical presentation and demonstration maximum of 25 marks will be allotted to them. During the evaluation, bank would be scoring the presentation made by the bidders at the Bank's premises across the areas laid out in the table below.

Technical Presentation on Proposed Solution	Score
Demonstration of Functional specifications of proposed solution.	10
IT architecture, approach and methodology	10
Execution Competency (Solution Accelerators, Functional & Technical Competency)	5
Total	25

Notes:

- The bidder has to score minimum of 80% overall marks to qualifying for Commercial Evaluation.
- Bidder should score at least 80% marks in the technical evaluation - Technical Requirements as per Part –I (A) to qualify for commercial bid. Bank reserves the right to disqualify the bidder if mandatory requirements are not available in the solution.
- Bidder should score at least 80% marks in the Functional specification as per Annexure Part –I (B) to qualify for commercial bid. Bank reserves the right to disqualify the bidder if any Mandatory requirements are not met by the bidder.
- Bidder to provide required Hardware specification for proposed solution along with implementation approach and methodology.
- Demo and presentation to be made by the Project Manager to be deployed for the Project, along with the proposed team; time allotted for presentation – 30 minutes including question answer session
- Documentary evidence must be furnished against each of the above criteria along with an index as required by Bank.
- All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of above criteria, should be highlighted.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Annexure – 1B

VCIP – COMMERCIAL SCORING with Illustration of Dummy Bidder values

Sl.No	Slab /Month	Pricing (in Rs. / Customer) – Quoted By Bidder 1 (B1)	Pricing (in Rs. / Customer) – Quoted By Bidder 1 (B2)	Score Multiplier*	Score B1 Dummy bidder	Score B1 Dummy bidder
1.	3000-20000	X	A	10	10X	
2.	20001-50000	Y	B	1.5	1.5Y	
3.	50001 and above	Z	C	0.5	.5 Z	
	Total:				10X+1.5Y+.5Z	10 A+1.5B+.5Z

Relative Scoring is done based on arrived total.

SCORING METHODOLOGY:

Final Score = Enrollment Score + Implementation Score

With reference to above, assuming B1 scored the lowest.

Step1: Score1 = 10X+1.5Y+.5Z (Lowest)

Score2 = 10 A+1.5B+.5Z

Step2: Score 1 is Most Effective, hence assigned Max Marks (Relative Score)

Step3 : Difference is calculated for other bidders score based on Effective score, ie. Score 1

Difference D= Score 2 – Score 1

Step 4: % Difference is calculated on score

*I.e. Percent Difference (PD)= D (Difference) / Score 1 * 100*

Step 5: Score is scaled to 50 based on PD (Twice the weightage is taken of PD)

*Enrollment Score for B2 = (100 – (PD*2)) *50)*

Enrollment Score for B1= 50

Enrollment Score for B2= (100 – (PD*2)) *50)

IMPLEMENTATION SCORE

Similar to enrollment Score Most Effective Price is granted Max Score



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Assuming B1 Quoted IM1 (Lowest) & B2 Quoted IM2

Step 1 : B1 Implementation Score = 50 (relative scoring)

Step 2 : Difference is calculated for other bidders score based on Effective score, ie. IM1

D= IM2 – IM1

Step 3: : % Difference is calculated on score

*I.e. Percent Difference (PD)= D (Difference) / IM1 * 100*

Step4 :Score is scaled to 50 based on PD (weightage 1 X)

*Implementation Score for B2 = (100 – PD) *50)*

Final Score :

Enrollment Score+ 50% of Implementation Score

Final Score for B1 = 50+ (50*1/2) =75 / 75

Final Score for B2 = (100 – (PD*2)) *50) + ((100 – PD) *50) * 1/2)

SAMPLE SCORING:

Enrollment Charges: (Quarterly Charges)

Sl.No	Slab /Month	Bidder1 Price / Month	Bidder2	Bidder3	Score Multiplier*	B1 Score	B2 Score	B3 Score
1.	3000-20000	26	23	24	10	260	230	240
2.	20001-50000	10	15	18	1.5	15	22.5	27
3.	50001 and above	5	5	5	0.5	2.5	2.5	2.5
					Total :	277.5	255	269.5



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

RELATIVE SCORING:

	Final Score	Score Difference (from Most Effective Price)	% Difference	Enrollment Score (Considering 2 times % deviation for Score calc)	Remarks
B2	255	0	0	50	Most Effective Score is Granted Max Marks
B1	277.5	22.5	8.823529 (Difference from Most Effective Price / Effective Price)	41.17647059	To calculate effective price 2 times % deviation is considered. ie 100% - (8.824 * 2)% Score is Scaled to 50
B3	269.5	14.5	5.686275	44.31372549	

IMPLEMENTATION CHARGES (CAPITAL EXP) – RELATIVE SCORING

Implementation Charges	Quoted Price	Score Difference (from Most Effective Price)	% Difference (Difference from Most Effective Price / Effective Price)	Implementation Score
B1	2400000	950000	65.51724	17.24138
B2	1750000	300000	20.68966	39.65517
B3	1450000	0		50

FINAL SCORE CALCULATION:

100% of Enrollment score & 50% of Implementation (One Time Expense) is considered to arrive at final Score

	Final Score (Enrollment score *1 + Implementation Charge *.50)	
B1	37.82961	L3
B2	69.82759	L1
B3	69.31373	L2



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

PART – II
COMMERCIAL BID

Date:

The Assistant General Manager
Expenditure Department
Indian Bank, Corporate Office
Avvai Shanmugam Salai, Royapettah
Chennai - 600 014

Dear Sir,

Sub: Implementation of VCIP (Video Customer Identification Process) Solution for Customer on boarding

Ref: Bid Document No. CO/DBD/1735/R1/2020-21 dated 18.11.2020

We submit hereunder the price details as per the specifications.

Please Note:

- ✓ Implementation is OPEX based. Cost of any additional software solution which is to be deployed in bank premises along with one year warranty to be included in Implementation Charges (A.1). All licenses supplied for this project should be in Indian Bank's name, perpetual in nature and should be without any restriction of usage.
- ✓ Enrolment charges will be paid to vendor quarterly in arrears after go live based on actual transactions for the month falling under respective slab.
- ✓ Invoice to be raised monthly, based on charges applicable as per slabs determined in commercial.
- ✓ Maintenance cost to be included in customer enrolment charges.

Price Schedule

A. Cost of Supply, Installation, Implementation, Post-Implementation Onsite Operations and Support for Implementation of VCIP (Video Customer Identification Process) Solution for Customer on boarding

S. No.	Item	Amount *
1	Implementation Charges (installation, configuration, Manpower*, Customization, Training, Interface(s), Testing, Acceptance etc.)	
	Total	



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

* The technical resources (Minimum 1 person) is to be made available at Bank premise during implementation till go live on all bank working days (including working Saturdays) from 10.00 am to 6.00 pm to provide technical support. 24*7 On-Site support should be available throughout contract period.

Price Quoted is inclusive of all duties, levies, freight, insurance, warranty/AMC/ATS, etc. and exclusive of all applicable taxes. Octroi/Entry.

B. Customer Enrollment Charges from go Live of solution to be submitted as below (Quarterly)

Cost On Customer Enrollment:

Sl.No	Slab	Pricing (in Rs. / Customer)	Score Multiplier*
1.	3000-20000		10
2.	20001-50000		1.5
3.	50001 and above		0.5

* Score Multiplier Weightage is arrived based on expected No of Enrollments / Month which may fall in individual slabs for the entire contract period.

- Contract Shall be Extensible for additional 1 year on same commercials.
- Maximum cap of 10 % Y-o-Y growth will be applicable on specified pricing for extension of contract post 3 years with same vendor (2 year contract + 1 year extension on same pricing). Shall be finalized on mutually agreed terms.

L1 will be arrived based on relative scoring for received Commercials as per Table A & B (As per Commercial Evaluation Criteria Specified)

Total Cost = Table-A

L1 bidder will be decided based on Relative Scoring based on score calculated on Items Quoted against Table A & B. However, the PO will be issued against Implementation charges (Table A). Customer Enrolment charges will be paid to L1 vendor Quarterly in arrears after go-live based on actual transactions for the month falling under respective slabs.

PRICE STATEMENT

Total cost should be inclusive, will be reimbursed on submission of original receipts.) is:

- i) Rs. _____ (in figures)
ii) Rupees _____ (in words)



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

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

Office Seal

Place:

Date:

For

(Authorized Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

ANNEXURE 2

**FORMAT FOR LETTER FROM INSTITUTION WHERE VCIP SOLUTION HAS BEEN
DEVELOPED/IMPLEMENTED /UNDER IMPLEMENTATION**

Assistant General Manager
Banking Operations Department
Indian Bank,
Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai - 600 014.

Dear Sir/Madam,

Sub: Letter of Satisfactory Implementation of Video KYC (VCIP) Solution.

Ref: Indian Bank Tender No CO/DBD/1735/R1/2020-21 dated 18.11.2020.

This is to certify that VCIP solution has been implemented* / is under implementation by
M/s as per RBI norms in our organization.

Solution is satisfactorily implemented and the same is currently in use/ Implementation is
ongoing satisfactorily as per stipulated timeline and terms of RFP*.

The implementation of the solution started on(Date)..... And completed on *
.....(Date)..... .

**Shall be selected as per implementation status.*

(Authorized Signatory)

Name of the official:

Name & Address of Organization: _____



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

ANNEXURE 3

BID FORM

(Bidders are required to furnish the Form of Bid)

Date: _____

Indian Bank
Corporate Office,
Banking Operations Department
254-260, Avvai Shanmugam Salai,
Royapettah,
Chennai 600 014, India.

Sub: Implementation of VCIP (Video Customer Identification Process) Solution for Customer on boarding.

Ref: RFP No. CO/DBD/1735/R1/2020-21 dated 18.11.2020.

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 in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we will obtain the Guarantee of a Bank, in 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, Bank Guarantee towards Earnest Money Deposit, if required.

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

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

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



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

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 2020

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

Mobile:

Email



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Annexure 4

SELF DECLARATION – BLACKLISTING

Assistant General Manager
Banking Operations Department
Indian Bank, Corporate Office
254-260 Avvai Shanmugam Salai
Royapettah, Chennai- 600 014, India.

Dear Sir,

Sub: Implementation of VCIP (Video Customer Identification Process) Solution for Customer on boarding.

Ref: Your RFP No. CO/DBD/1735/R1/2020-21 dated 18.11.2020.

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Annexure 5

CONTACT FORM

THIS AGREEMENT made theday of.....2020 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Bidder) having its Registered Office at (City and Country of Bidder) (hereinafter called "the Bidder") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Bidder as hereinafter mentioned, the Bidder 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 Bidder in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

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

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
said (For Indian Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the bidder)
in the presence of:.....



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Annexure 6

Performance Security Format

Bank Guarantee No.

Date:

To: INDIAN BANK,

Chennai,

INDIA:

WHEREAS (Name of Bidder) hereinafter called "the Bidder") 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 Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to give the Bidder a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, 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.....2020

Signature of Authorized Official with Seal

.....

Date.....2020

Address:.....

NOTE:

1. Bidder 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 Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Annexure 7

BID SECURITY FORM

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder

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

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

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

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

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

(Signature of the Bank)

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

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



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Annexure 8
NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....2020 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, AvvaiShanmugamSalai, Royapettah, Chennai – 600 014, 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 “Bidder” which term shall wherever the context so require includes its successors and assigns, **WITNESSETH:**

WHEREAS

The Bank is interalia engaged in the business of banking and requires services for Implementation of VCIP (Video Customer Identification Process) Solution for Customer on boarding.

M/s..... Limited has been engaged in the business of providing the services for Implementation of VCIP (Video Customer Identification Process) Solution for Customer on boarding.

The parties have entered into agreement dated _____ for providing the services for Implementation of VCIP (Video Customer Identification Process) Solution for Customer on boarding “(herein after referred to as “purpose”)” and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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

1. Confidential information

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



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

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. The Receiving Party may disclose confidential information to consultants only if the consultant 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.

3.Exemptions

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

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

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

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

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

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

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

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

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 respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

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

6 .Return of confidential information

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

7. Remedies

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

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

12. Governing laws

The provisions of this agreement shall be governed by the laws of India.

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

BANK

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M/s



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

Annexure - 9

MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated _____

To _____

Dear Sir:

RFP No. _____ dated _____

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 Agent*) 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. It should be included by the Bidder in its bid.



Ref: CO/DBD/1735/R1/2020-21

18.11.2020

CHECKLIST

S.No.	Criteria	Documents to be submitted as proof
1	The Bidder should be Limited Company and should be in existence in India for the last 3 years (as on 31.03.2020).	Copy of Certificate of Incorporation
2	The Bidder should have earned Net Profit during last three financial years of the bidder. i.e. 2017-18, 2018-19 and 2019-20.	Copy of Audited Balance Sheet.
3	The yearly turnover of the bidder should be more than Rs. 5.00 crores during each of last three financial years. (2017-18, 2018-19,2019-20)	Copy of Audited Balance Sheet.
5	Documentary proof and satisfactory letter for bidder having implemented/ Under Implementation status of VCIP Solution as per RBI Norms from Minimum of 1 Client (Bank/ NBFC)	Satisfactory letter format: Annexure 2
6	The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.	Self-Declaration as per the format given should be attached.
7	Technical Compliance	Compliance to be given as per Part – I
8	Bid Security Form (Bank Guarantee Only)	Bid Security of Rs.3,00,000/- as per format.
9	Bid Form	As per Annexure.
10	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder.

