CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014

RFP Ref: CO/RGRD/1443/R1/2021-22   Date: 04/09/2021

REQUEST FOR PROPOSAL (RFP)

for

PROCUREMENT OF FUND MANAGEMENT SOLUTION FOR CENTRALLY SPONSORED SCHEMES

Date and time of Pre Bid Meeting	**09.09.2021 at 11:30 AM**
Last Date for receipt of bids	**18.09.2021 at 03:30 PM**
Date and time of opening Technical bids	**18.09.2021 at 04:00 PM**

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SCHEDULE

1)	Tender Reference Number and Date	RFP Ref No.: CO/RGRD/1443/R1/2021-22 dated 04/09/2021
2)	Last date for seeking Pre-bid clarifications/ queries through email waseem.ahmad@indianbank.co.in shanthi.sk@indianbank.co.in sreekanth.s@indianbank.co.in manish.bharti@indianbank.co.in prashantkumar.singh@indianbank.co.in	**08.09.2021 by 04:30 PM**
3)	Last Date & Time for submission of Bids in Online & Offline Mode	**18.09.2021 at 03:30 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. Any other information sought by the Bank with relevant to this tender.

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5)	Documents to be submitted physically by Bidders (Offline Mode)	1. 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.: **Account No.: 743848138** **Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II** **IFSC Code: IDIB000H003** **Branch: Harbour** 2. Integrity Pact Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1.
6)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	**18.09.2021 at 04:00 PM**
7)	Date of Online Reverse Auction (Part II)	Will be intimated to technically qualified bidders after technical evaluation.
8)	RFP Cost	Non-refundable **Rs.5,000/-** in the form of DD favouring "Indian Bank". (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.: **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)
9)	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 Limitedthrough website https://www.tenderwizard.in/indianbank

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This RFP document can be downloaded from the website: https://www.indianbank.in and e-procurement portal: https://www.tenderwizard.in/indianbank.

Information regarding RFP will also be available on CPPP Portal https://eprocure.gov.in/cppp/.

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 https://www.indianbank.in and e-procurement portal https://www.tenderwizard.in/indianbank only.

The term *"Bid"* & *"Quote/Quotation"* bears the same meaning in this RFP. This tender document is the property of Indian Bank & is not transferable.

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SECTION – I

INVITATION FOR BID (IFB)

The Bank is interested in identifying the companies providing the services for implementation installation and maintenance of Customer On boarding Solution for the release of funds under the Centrally Sponsored Schemes (CSS) and monitoring funds utilization.

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 – Commercial Bid will be called through Online Reverse Auction Process, Intimation will be given to all qualifying bidders about the date and time of reverse auction.

Interested eligible bidders may submit their quotation for Providing the services for implementation installation and maintenance of Customer On boarding Solution for the release of funds under the Centrally Sponsored Schemes (CSS) and monitoring funds utilization, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - https://www.tenderwizard.in/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. The bidders should also submit their **indicative commercial bids** as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.

3. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process. The price quoted at reverse auction will be treated as final price of the Bidder.

4. 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 vendor.

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5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.

6. 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).

7. 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 and its subsequent revisions issued (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) & its amendments/revision (if any) 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 supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

   c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

   d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

   e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a 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-| local supplier' may be above the L1 for the purpose of purchase preference.

   g. 'CSS' means Centrally Sponsored Scheme.

   h. 'SNA' means Single Nodal Agency or Single Nodal Account

   i. 'IA' Implementing Agency

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     j. 'REAT' means Receipts, Expenditure, Advances and Transfers

     k. 'EAT' means Expenditure, Advances and Transfers

ii. Eligibility of 'Class-I local supplier'/ 'Class-ll local supplier'/ 'Non-local suppliers' for different types of procurement

     a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

     b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-ll local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-l local suppliers' and 'Class-Il local suppliers.

     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 supplier' in procurements undertaken by bank in the manner specified here under.

     b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

     1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

     2. If L1 bid is not a 'Class-l local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' 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 suppliers, 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-l local supplier' shall get purchase preference

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over 'Class-Il local supplier' as well as 'Non-local supplier', as per following procedure:

1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-l local supplier', the contract will be awarded to L1.

2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-l local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-l local supplier subject to matching the L1 price.

3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' 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 supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d. "Class-Il local supplier" 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 Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.

c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.

vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or

इंडियन बैंक Indian Bank
इलाहाबाद ALLAHABAD

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effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

8. **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.

- 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 & during submission of the technical bids along with Annexure-X.

- 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).

9. **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

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(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"

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

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

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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;

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.

10. 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 at any point 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.

(v) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

(vi) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.

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SECTION-II

INSTRUCTIONS TO BIDDERS

1. **Introduction**

The Bidder is expected to examine all instructions, forms, terms and specifications given in the Bidding Documents. If any element of doubt arises, the same should be clarified from the Bank 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 **09.09.2021 at 11:30 AM**. 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 **08.09.2021 by 04:30 PM**:

waseem.ahmad@indianbank.co.in
shanthi.sk@indianbank.co.in
sreekanth.s@indianbank.co.in
manish.bharti@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-8. 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-8, 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-8) 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

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in websites: https://www.indianbank.in and https://www.tenderwizard.in/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 Bank website & 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 along with all Annexures asked as per RFP, 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. Financial Bid

1. The Bank finalize commercials through online reverse auction after evaluation of Part I after giving due notice to the technically qualified bidders. However Bidder has to also submit indicative commercial bids online on before the last date & time of bid submission.
2. The calling for quote does not confer any right on the bidder for being awarded any purchase order.

6. Clarification of Bids

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

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information's are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept or reject any/all tender in whole or in part without assigning any

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reason whatsoever. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7. Bid Security Declaration & Cost of Bid Document

The Bidder shall furnish, bid security declaration as per Annexure-V, certifying that they will not withdraw their bid during the period of bid validity specified in this RFP and will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Cost of Bid Document **Rs.5,000/- (Rupees Five Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed in **schedule 8.**

MSE/NSIC registered bidders should also submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure –X duly signed by company secretary/Director of the concerned enterprise.

8. Evaluation Criteria

➢ General/Technical Evaluation

The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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.

The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.

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

Solution will be evaluated against the Evaluation Process and Evaluation Matrix as mentioned at point no. "7 Evaluation Process" of Section -III (Condition of Contract).

> ## Commercial evaluation

Technically and functionally qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify lowest quoted (L1) Bidder.

In the reverse auction, the bidder will be required to quote only total cost as mentioned in the commercial bid format (Part-II (b) of RFP). The price quoted should be inclusive of all charges but exclusive of taxes only. The bidder who quotes lowest amount will be identified as successful bidder. The successful bidder has to submit price break up as per commercial bid format within two (2) days, post completion of reverse auction directly to Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

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SECTION-III
CONDITIONS OF CONTRACT

1) Scope of the Project

The scope of the project includes implementation installation and maintenance of Customer On boarding Solution for the release of funds under the Centrally Sponsored Schemes (CSS) and monitoring funds utilization.

> **Brief Objectives**

Indian Bank plans to implement the Centrally Sponsored Schemes (hereinafter referred to as CSS) which covers various programs that are targeted towards the improvement of the beneficiaries of the program.

There are various activities which involves such as budget allocation at multiple level and disbursal to various entities (end beneficiaries/implementing Agency) based on certain guidelines issued by the Government of India. In addition to the requirements around receipt and disbursal of funds, there are reporting requirements that needs to be fulfilled on a periodic basis as well as in response to ad-hoc requests received from various stake holders in the government department.

> **Overview on Central Sponsored Schemes – CSS**

Government defines the financial budget required to perform activities under various schemes. This budget is allocated by the state/central Organization to all its subsidiaries/agencies for given financial year. Once the budget allocation is completed, request to release the fund from central Organizations is being made. As the actual funds are received to the State Organization, it divides the funds across its subsidiaries/agencies/district level/Block level as per the defined budget limit. Thus it involved multilevel budget allocation from top State level to District to Block etc. Individual Subsidiary/agency performs payment transactions to end beneficiary or disburses the fund to its child subsidiary (If any) on the basis of the requirement or allocation plan. As per the mandate, all these payments are to be made from Public Financial Management System (PFMS) to end beneficiaries

Along with this, there is regular monitoring in the progress made by its subsidiaries / agencies. Basis this monitoring Department may effectively manage the limits so that funds can be transferred across the agencies as per the utilization and progress made using the funds.

Bank primarily need is an Enterprise wide software solution that has comprehensive budget management and fund disbursement solution to meet its end to end needs to manage budget, fund disbursement, tracking and monitoring of funds disbursed across the state for various schemes and activities under Centrally Sponsored Schemes as per the guidelines set by

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Office Memorandum issued by Ministry of Finance, Department of Expenditure dated 23.03.2021and further notifications.

2) Delivery Schedule and Deliverables from the Bidders

Installation of the application by the successful bidder should be completed within15 days from the date of purchase order, subsequent to provision of hardware by the Bank.

All additional associated software & installation are to be delivered to the Bank.

3) Period of Validity of Bids

Bids should remain valid for the period of <u>90 days</u> after the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

4) Eligibility Criteria

1. The Bidder should be Public/Private Limited Company and should be having existence in India for the last 3 years (as on 31.03.2021). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.

2. Either OEM or authorized partners of OEM can bid in a tender but not both.

3. The Bidder should have earned Net Profit during each of last three financial years of the bidder. i.e. 2018-19, 2019-20 and 2020-21.

4. The yearly turnover of the bidder should be more than Rs.3 crores during each of last three financial years. (2018-19, 2019-20 and 2020-21.)

5. Bidder should have experience of minimum 2 years in Supply, Installation and Maintenance of Fund Management /Financial Management Solution with any Government, private or public organizations in India during last 3 years (as on 30.06.2021).

6. Documentary proof and satisfactory letter for bidder having implemented/ Under Implementation status of/ a Similar Solution as per the norms from minimum of 1 Client (Bank/ Institution) to be submitted by Bidder.

7. The Bidder should not have been blacklisted by any Government Dept /PSU/ Banks as on date.

8. The OEM/Bidder should have support center in India (Address proof to be provided).

5) Payment Terms

A.   On Successful Installation of the application at DC: 20 % of the License Cost

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B.   On successful customization as quoted by bidder and UAT:
   (i)   40 % of the license cost
   (ii)   40% of the implementation cost at DC

C.   On Successful Live Run and on-boarding of Agency
   (i)   30% of the license cost
   (ii)   40 % of the implementation cost at DC

D.   On installation of DRS and successful DR Drill:
   (i)   10% of the license cost

   (ii)   10 % of the implementation cost at DC

   (iii)   90% of the implementation cost at DRS

E.   After 1 year of successful live run
   (i)   10% of the implementation cost at DC
   (ii)   10% of the implementation cost at DRS

F.   Customization Cost: On actual as and when customization is tested successfully and moved to production.

The payment will be released subject to deductions on account of liquidated damages & penalty, if any.

TDS will be deducted for the payment, if applicable.

Subsequent AMC Payment

Subsequent AMC Payment for 4th& 5th years will be made annually in advance on submission of Invoice subject to review of the performance of the solution by the Bank.

6) Scope of Work

➢ Bank primarily need is an Enterprise software solution that has comprehensive budget management and fund disbursement solution to meet its end to end needs to manage budget, fund disbursement, tracking and monitoring of funds disbursed across the state for various schemes and activities under Centrally Sponsored Schemes as per the guidelines set by Office Memorandum issued by Ministry of Finance, Department of Expenditure **dated 23/03/2021 and further notifications**. It should comply with all the points mentioned in the Office Memorandum and should also cover following requirements:

   1. Solution should have Standardized cascaded budget allocation model with multiple level allocation and fund disbursement process across CSS accounts and its subsidiaries.

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2. Limit setting for main agency (state level) and its child agencies for allowing expenditure up-to the limit only.

3. Software to be able to handle Single Nodal Account for all level of implementing agency and also should be able to configure zero-balance subsidiary accounts in case required.

4. System to be enabled for Tracking of funds and monitoring of the progress, funds Re-allocation as per scheme utilization by District/Block/Agency leading to better utilization

5. Since all expenditure payments by agencies are to be made from Public Financial Management System (PFMS) to end beneficiaries/vendors Software should get well integrated with PFMS for sending payment request well as capture success /Error Response from PFMS.

6. Solution to have well defined Modules required for CSS implementation like Budget Management, Beneficiary/Vendor Management, Fund Disbursement, Fund Transfer, Manage Activity, MIS reporting and Integrations (PFMS/NSDL/ADHAAR).

7. Solution to have feature like Admin Control for Organization Hierarchy Setup, User and Role Setup, Approval Matrix, Scheme Master etc.

8. Solution to be capable to send SMS/EMAIL to Department official at different level regarding approval etc or end beneficiaries for fund credit information.

9. Solution provider to do GAP Analysis for each SNA before initiating the software implementation and complete the solution end to end for the agency. And also provide all documentation GAP Analysis Document, user manual and User guides/quick references.

10. Bidder shall be responsible for all the agency onboarding, configuration requirement during the course of contract.

➢ **Technical Scope:**

a) Communicate with bank officials and acquire required network, firewall permissions, URL white listing and security clearance.

b) Integration with existing bank APIs for PAN, AADHAAR verification

c) CBS API integration for Account Validation and Transaction Data information.

d) Hardening/Complying to CISO/SOC/VAPT audit observation/ recommendation and industry best practice.

The following documents have to be provided:

a) Technical architecture of the solution

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b) License certificate etc
c) Implementation/Installation document
d) 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 vendor.

7) 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 the RFP Document. 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.	Implementation /Under Implementation Experience: Maximum of 3 Minimum of 1 reference can be provided. a) Each Reference is given a score of 5. (ie. Max of 10: 3*5) | 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.	15
2.	Bidder having office in Chennai/Delhi. Documentary proof to be submitted along with Bid.	5
3.	Technical Requirements for Solution Provided as per Part –I (A)	30
4.	Response to Functional Specification as per Part –I (B)	40
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.	60
	TOTAL	150

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(*Based on Bidder's technical presentation and demonstration maximum of 60 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.	25
IT architecture, approach and methodology	10
Execution Competency (Solution Accelerators, Functional & Technical Competency)	10
Integration Process with PFMS (REAT Model)	15
Total	**60**

Notes:
- The bidder has to score minimum of 75% overall marks to qualifying for Commercial Evaluation.
- All functional and technical requirements are mandatory and if proposed solution is not complying any of the technical or functional requirement then the BID will be liable for rejection.
- Bidder should score at least 75% marks in the technical and functional 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 75% 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.

Customisation: The Bidder should customise and provide the regulatory changes released by MOF/PFMS within 2 years of implementation free of cost. For any specific changes requested by Bank or any Agency will be paid as per the actual effort of man days.

Notional Customisation cost:
Notional customisation cost for 100 man-days should be included in total cost of the solution for evaluation purpose only.

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8) SLA

- The Successful bidder shall have to enter into a Service level agreement (Annexure-VIII) for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements.

- Maintenance and support agreement from OEM/Bidder is needed to provide a 4-hour response to technical support requests during Bank's working hours. There must be multiple ways to initiate a support request, including email, web page or voice mail. Support agreement will include free software upgrades.

- Bank will levy a penalty of Rs.1000 per 4 hours downtime post the resolution time as mentioned below in clause (9)- v of SECTION-IIICONDITIONS OF CONTRACT from the time of reporting of issue, subject to a maximum penalty of Rs. 10,000 per day.

- If the downtime is more than one week, Bank will levy additional penalty of 10% of total cost of solution (except onsite support cost for 1 year and notional cost of customization of 100 man days) in addition to the above penalty.

- Penalty, if any, shall be debited from the subsequent payments to be paid to the vendor. If no payment is due, then the penalty will be adjusted from Performance Security submitted at the time of agreement.

9) 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, it's 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.

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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.

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	1) Uptime – 99 % uptime average on quarterly basis for the solution. The penalty applicable for every 0.1 % drop in uptime is 0.1% of the cost of contract. 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 • High:0.03% • Medium:0.02% • Low:0.01% The above percentages are of the contract price.	10% of the total contract price.

v.   Response & resolution time is given below and escalation 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

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

10)   PROJECT DURATION/CONTRACT PERIOD

The contract period will be for 5 years including 3 years warranty and 2 years AMC.

11)   Warranty/AMC

- The Supplier warrants against any defects that may arise from the design or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied solution.

- This onsite comprehensive warranty with 24 * 7 support shall remain valid for 36 months after the solution has been installed and made live at DC. The Bank shall promptly notify the Supplier in writing/by mail of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall with all reasonable speed, remove any bugs reported in the solution, without cost to the Bank. All the supplied softwares have to be covered under back to back support from the respective OEMs for the full contract period.

- After completion of warranty period of three Years, AMC will be entered for a further period of 2 years at the rate quoted by the successful bidder. However, Bank has the right to go into AMC agreement with other vendors.

12)   Insurance

In case of discrepancy in software supplied, it is successful bidder's responsibility to replace/repair the software immediately even without recourse to the insurance.

13)   Place of Delivery

Application is to be installed at Data Centre in Chennai and DRS in Mumbai.

14)   Delays in the Supplier's Performance

- Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

- If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s).

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As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

15)   Jurisdiction and Applicable Law

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai. Compliance with labour and tax laws, etc will be the responsibility of the service provider at their cost.

16)   Liquidated Damages

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

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

- The Bank reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder or Bidders.

- Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of the RFP.

18)   Performance Security

a. Within 15 days of issue of Purchase Order, the Successful Bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee, valid for 63 months with further one-month claim period, in the format enclosed (Annexure-IV).

b. The performance security submitted by the supplier shall be invoked by the Bank as compensation for any loss resulting from the Supplier's failure in completing their obligations under the Contract.

c. The performance security will be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.

d. Failure of the successful Bidder to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment

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of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

19) Negotiation

Bank reserves the right to negotiate the L1 Price quoted by the vendors under exceptional circumstances.

20) Limitation of Liability

Supplier 's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the vendor that gave rise to claim, under this tender.

This limit shall not apply to third party claims for

  a. IP Infringement indemnity
  b. Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

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

21) Indemnity Clause

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 supplier shall indemnify the Bank and keep it indemnified on that behalf.

22) Disclaimer

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

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

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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

23) Patent Rights

The Supplier shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof.

24) IT Act 2000

The equipment's 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.

25) Intellectual Property 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.

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any

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nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

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

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

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

26) Acceptance of Purchase Order

Vendor has to submit the acceptance of the purchase order within 4 days from the issue of Purchase order, duly signed by the authorized signatory.

27) Signing of Contract Form, NDA and SLA

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-III),Non-Disclosure Agreement (Annexure-IX) and Service Level Agreement (Annexure-VIII)and return it to the Bank. Integrity pact executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

28) Settlement of Disputes

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

b.   If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the

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matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

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

(a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with 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 Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

(b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

(c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

(d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

(f) Notwithstanding any reference to arbitration herein,

   a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
   b. the Bank shall pay the supplier any monies due to the supplier.

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

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29) Applicable Law

Laws of India and any other guidelines having the force of law in India will be applicable**.**

30) Authorization Letter from OEM

The bidder has to obtain and submit Authorization letter from Original Equipment Manufacturer (OEM) as per Annexure-VI. If bidder is OEM and they quote their own product, then MAF (Manufacturer's Authorization Form) need not be submitted.

31) Coverage of All Banks Under The EPF & 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 & MP Act 1952 is to be submitted. 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.

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

33) Termination for Convenience

Bank, by 90 days written notice sent to the Successful bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank's convenience, the extent to which performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

The Equipments 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.

34) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

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    a. if the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;

    b. if the successful bidder fails to perform any other obligation(s) under the Contract.

    c. If the successful bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

    d. In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

35) Force Majeure

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

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract

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as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

36) Confidentiality

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

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

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

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

37) Negligence

In connection with the work or contravenes the provisions of other Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank

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shall have the right to cancel the Contract holding the selected bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected bidder.

38) Assignment

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

39) Use of Contract Documents and Information

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

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

40) Integrity Pact

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

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

41) Adoption of Integrity Pact

- ➢ The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- ➢ Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

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> The Bidders shall submit signed Pre Contract integrity pact as per the Annexure-VII. Those Bids which are not containing the above are liable for rejection.

> Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.

> Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

> Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

> The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.

> Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

> Integrity pact shall be signed by the person who is authorized to sign the Bid.

> The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

| 1. Shri. Brahm Dutt, IAS (Retd) |
| Email: dutt.brahm@gmail.com |
| 2. Shri. Balraj Joshi, Ex-CMD, NHPC (Retd.) |
| Email: balrajjoshi@hotmail.com |

> Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.

> Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 or other Financial Rules as may be applicable to the organization concerned.

42) General Terms

> The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

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> 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.

> The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.

> All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid.

> The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.

> The bid should be valid for 90 days from the date of submission of bid.

> Any third party license required to run the application successfully and smoothly need to be provided and installed without any financial implications.

> Application supplied should be under back to back support from OEM, OEM letter for the same to be submitted.

> Detailed documentation of installation and configuration has to be provided after successful installation.

- The service provider has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.

- Performance issues to be solved by the supplier without any additional cost to the bank.
- Call logging facility to be made available on 24*7 basis

- Version detail of the application should be furnished.

- Supplier has to install and reinstall (if needed) application without additional cost to the bank.

- Supplier has to provide technical documents, brochure etc. for all the modules quoted to prove future scalability requirements

OTHER TECHNICALTERMS AND CONDITIONS:

1.   HARDWARE SIZING:

OEM/SI is required to provide for the detailed configuration of the recommended Development, Test, Disaster Recovery and Production server environments as per the requirements mentioned.

Hardware intended to be sized and recommended by the bidder for Solution should be able to process the peak level transactions projected at the end of contract period, at any point of time seamlessly and adhere to the hardware utilization parameters mentioned in this document.

Performance Parameters:

The recommendations for the hardware should consider the following:

 a. The recommended hardware should be industry standard and have high reliability, fault tolerance, redundancy and high availability.
 b. The recommended hardware for the solution should not exceed 70% of CPU(s), Memory (s), storage space and storage performance utilization levels at any given point in time during the contract period.
 c. Clustering of the application and database servers where required
 d. The recommended hardware and software should support the Solution requirements for a period of 5 years post the acceptance of the solution.

Network Requirements
Bidders to provide the details of the network requirements for the proposed solution.

Disaster Recovery
The solution must support Disaster Recovery plans as follows:

1. Allow fail over to a DR Site
2. Provide architecture and design for Disaster Recovery.
3. Disaster Recovery design to support that "No transactions are lost".
4. SI must detail out any licensing information related to Disaster Recovery design.

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<u>Peak:</u> The peak utilization of the components mentioned above should not cross 70% of its installed / activated performance parameters even at peak load for the entire contract period.

2. LICENSES

The successful bidder has to provide necessary perpetual enterprise licenses for the solution which will be used for Primary Site (PR), DR Site, UAT and Training. Accordingly, all necessary perpetual licenses for the solution has to be provided by the bidder for both PR & DR. The successful bidder has to quote for all software license requirements for Primary and DR implementation in their commercial Bid. Specification for the solution has also to be mentioned in the technical bid. The Bidder shall furnish all the software licenses in the light of Bank's requirement for unlimited period and unlimited usages for implementation of the solution. The licensing policy of the solution supplied must be provided to support the licensing model & actual licenses supplied to the Bank.

Oracle Database (Enterprise Edition) and Oracle Weblogic (Enterprise Edition) will be provided by Bank. OS will be provided by the Bank; OS details are to be shared by the bidder. If solution requires any other database or middleware, successful Bidder has to provide licensed version at no additional cost to bank.

3. DISASTER RECOVERY SITE

The successful bidder is required to configure the Disaster Recovery (DR) setup for the proposed solution at Mumbai. DR setup will be mirror image of the Primary setup.

Recovery Point Objective (RPO) for DR	10 min
Recovery Time Objective (RTO) for DR	60 min

Bank will arrange for the network/WAN link between DC and DR Sites. Bandwidth requirement has to be specified clearly to meet the specified RPO and RTO as above. For a DR Drill, Bank may plan to shift functioning of all the systems from PR to DR which would include the proposed solution also. Modalities for such Switchover/switchback needs to be provided by the successful bidder. The minimum number of DR drills is presently two (one per half year). This will be subject to requirement from time to time.

The solution architecture should support 3-way DR setup, if the Bank decides to go for Near DR in future and the RPO shall be 0 in such a case.

Human Resource Requirements
The bidder to ensure that experienced resources (with both functional and technical expertise on the project domain and solutions used to implement the project) are assigned and available in the project throughout the project lifecycle.
Bidder to provide the profile and list of the resources working on the project after kickoff meeting. Any change in the resources during the project shall be with the permission of the bank and it will be the responsibility of the bidder to ensure that a replacement resource is assigned and available in the project with similar experience and sufficient knowledge transfer is carried out to ensure smooth functioning of the project. In case of any such events leading to deficiency in the project deliverables / functioning, the same will be treated as lack of performance on part of bidder.
Throughout the lifecycle of the project, minimum of one onsite resource shall be available onsite on all bank business days to support the project. Number of onsite

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resources to handle the maintenance of application and customization shall be decided by the bidder and may be more than one if required.

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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.in/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, network connectivity and technical glitches at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.

8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.

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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. 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 from portal 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.in/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 reverse auction through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

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

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100, 99432 77499
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:

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 as per Technical Bid.
g. Any other information sought by the Bank with relevant to this tender

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

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

2.4. BID RELATED INFORMATION

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

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

2.5. OFFLINE SUBMISSIONS

In addition to uploading the documents in our e-Tendering portal, Bidders should also submit the following in a sealed envelope, super scribing with the tender Reference number, due date, Name of the Bidder, etc.
a) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule-8)
b) Integrity Pact

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

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The bidder is requested to submit the original documents in a Sealed Envelope on or before **18.08.2021, 03.30 PM** to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as "**Request for Proposal for Procurement of Fund Management Solution for Centrally Sponsored Schemes**" and the words 'DO NOT OPEN BEFORE (**18.08.2021 at 04.00 PM**)'.

2.6. OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (https://www.tenderwizard.in/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.

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SECTION-V

PART I - Functional and Technical Requirements

                                                                Date:

The Asst. General Manager
CO: Resources & Government Relationship Department
Indian Bank
254-260 Avvai Shanmugam Salai
Chennai 600 014.

Dear Sirs,

   Sub: Request for Proposal for Procurement of Fund Management Solution for Centrally Sponsored Schemes.

   Ref: Your RFP No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021

                        ****

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

1. Technical Requirements

The weightage for this section is 30 marks. The total scores will be scaled according to the total marks

The response to each mandatory line item under each Technical Requirement 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 Marks
C	Customization required. Customization possible within the same solution proposed without adding 3rd party components and completion within stipulated timelines before going live(within a period of 7 Days and before the stipulated deadlines) The Solution will be customized	0.5 Marks
X	Not Complied. (Remarks Maybe Specified)	0 Marks
*Total marks scored shall be weighted to 30 Marks		

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

Technical Requirements compliance

Sl No	Requirement	Mand atory	Complianc e (Available [R]/ Under Developme nt [C]/ Not Available [X])	Remark s
1	**Integration Requirement**			
1.1	Ability to integrate with Bank CBS/PFMS software (inhouse app).	Y		
1.2	Ability to integrate with PFMS though API/SFTP xml file.	Y		
1.3	Ability to integrate with NSDL (PAN/TAN validation).	Y		
1.4	Ability to integrate with Adhaar (Adhaar validation) and bank's Adhaar data vault.	Y		
1.4	Solution should provide required web, mobile application sdk components out of the box.	Y		
1.5	Integration with existing systems will be sole responsibility of the Service provider. However, Bank shall provide required APIs for integration.	Y		
2	**Application Requirement**			
2.1	Application to at least 5000 concurrent user login and should be scalable as per banks requirements.	Y		
2.2	Capable to handle DSC based token login	Y		
2.3	Solution should be capable to integrate with SMS & Email gateways.	Y		
2.4	Session Management to handled such that no data is exchanged or mixed with other concurrent sessions.	Y		
2.5	All major browser to support the solution(IE/EDGE/CHROMEetc)	Y		
2.6	Should provide technical support for DR drill activity	Y		
2.7	Complete management of Application/Web/Database to be done by bidder	Y		
2.8	Solution should be build on Java/Dotnet	Y		
2.9	Solution To integrate with Bank's AD for login by banks officials	Y		
2.10	Solution to be deployed on-premise of the Bank	Y		
2.11	Bidder to provide detailed documentation (functional and technical) to the bank on all the implementation and customization done. Backup, archival, restoration and database maintenance (if any specific to application functioning) shall be provided by the bidder duly documented. Documentation and data dictionary shall			

CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

	be updated and provided to bank after every customization			
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		
3.5	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.	Y		
3.6	All software installed must be maintained with latest patches and fixes free from any known bugs, vulnerabilities, etc. Support and fixes from the bidder in case of malfunction reported after application of server patch.	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.	Y		
3.8	The solution should archive the data on HDD/ Peripherals and retrieve from the above for the purpose of processing	Y		
3.9	Support for integration with packages like chart generators, Statistical/ Financial DLLs, MS Office Components, Popular Case Tools.	Y		
3.10	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		
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		

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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		
4.4	System should provide auditable management of User-ids, access rights and passwords, logins, activities etc.	Y		
4.5	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		
4.6	System shall provide a mechanism to execute backend updates (direct database updates), if any, with maker, checker, timestamp and such scripts and logs along with audit trail shall be stored in encrypted format and periodical reports shall be generated for review purposes. Such information shall be retrievable through system for audit purposes.	Y		
5	**Networking / Bandwidth Requirements**			
5.1	Bandwidth requirements should be provided to the Bank as per below chart.	Y		

Bandwidth requirements should be provided to the Bank as per below chart.

Year	Bandwidth required with units like Mbps/Kbps		
	DC and DR	DC/DR to Internet per user	DC/DR to Branch/Office per user
1st			
2nd			
3rd			

2. Functional Requirements

The weightage for this section is 40 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)	2 Marks
C	Customization required. Customization possible within the same solution proposed without adding 3rd party components and completion within stipulated timelines before going live. The Solution will be customized	1 Marks

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X	Not Complied. (Remarks Maybe Specified)	0 Marks

Functional Requirements Compliance

	Mandatory Requirements for RFQ	Compliance (Available/Under Development)	Score	Remark
1	The Proposed system should have the capabilities to designate a single Nodal Account (SNA) for implementing any Centrally Sponsored Scheme to conduct Government Business for the State Department Account with our Bank.			
2	The proposed system should be capable of handling Virtual Account (Child Account) in addition to the Physical Child Accounts depending upon the demands of the Customer.			
3	The mechanism for flow of fund from the SNA to the Child Account requesting the funds on demand also the reversal of any fund in the Child Account to the Parent SNA at the day end should also be inbuilt in the system.			
4	The Proposed System should be capable of handling the Umbrella Structure Schemes having multiple level sub schemes as may be required by the State Department.			
5	The proposed system should be able to integrate with existing CBS software and data flow should be seamless and real time basis and should be capable of allocation of Drawing Limits to all the Zero Balance Subsidiary accounts of (IAs) in the CSS to be decided by the SNA concerned from time to time. These IAs will draw on real time basis from the Single Nodal Account of the scheme as and when payments are to be made to beneficiaries, vendors etc.			
6	The system should also have mechanism to reduce the allocated Drawing Limit to the IAs by the extent of utilization. All these functionalities will be the primary requirements from the Proposed System.			

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7	It will be the responsibility proposed system to ensure that the entire unspent amount is returned by all the IAs to the Single Nodal Account of the SNA concerned. SNAs will keep a record of unspent balance lying in the account of IAs and the amount refunded by IAs.			
8	The Proposed system should be able to monitor the drawing limits of the IAs who should be able to draw funds on real time basis from the SNA's account as and when payments are to be made. The selected Service Provider should ensure proper training and capacity building of branch Staff and Government Department Officials for smooth operation.			
9	The system should be capable to maintain separate budget lines for Central and State Share under each CSS. The system should have module like Budget Management: Officials can opt for Budget management option in the SNA solution itself. Budget can be entered against the financial year or as per quarter wise breakup. MIS with details of Budget vs utilization should be available in the App. User can manage, create and Edit/Modify Budget Allocation.			
10	The Proposed system should be capable to provides the percentage of fund utilization against the allocated funds, based on that State government can ask for the remaining funds.			
11	SNAs and IAs will mandatorily use the EAT module of PFMS or integrate their systems with the PFMS to ensure that information on PFMS is updated by each IA at least once every day. This proposed system should ensure this functionality.			
12	The State IFMIS or any other application utilised by the Government Department should be able to capture scheme component-wise expenditure along with PFMS Scheme Code and Unique Code of the Agencies incurring the expenditure. State Governments will ensure daily uploading/sharing of data by the State IFMIS/Treasury applications on PFMS. PFMS will act as a facilitator for payment, tracking and monitoring of fund flow.			
13	The Proposed System should provide a MIS in regard to the utilization of funds at various levels and also a consolidated position for the Government Departments in order to undertake monthly review of the release of			

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	funds (both the Central and State Share) from the State treasury to the SNA, utilization of funds by SNAs and IAs and outputs/outcomes vis-d-vis the targets for each CSS.It should also provide detailed accounts statements for IAs and SNAs and able to reconcile accounts on regular basis.			
14	The proposed system should be able to integrate with existing CBS software and data flow should be seamless and real time basis and should provide a detailed Dash Board for monitoring utilization of fund across each level (parent /child), scheme and sub-scheme wise. The Dash Board should be available to all user at each level with following reports: • Real time Balance Report • List of Beneficiaries (added/modified/deleted) • Scheme wise DDO wise report – This can be generated for different levels • Transaction Report • FMR Report • Budget Summary Report • DDO wise Expenditure Report			
15	The Proposed system should be able to handle Direct Benefit Transfer (DBT), Vendor Payment or any payment type supported in PFMS/NPCI. Should have modules like Beneficiary/Vendor Management: Identified user of Agency should add or update beneficiary or vendor details on external app. This module should be synched with PFMS also so that it could fetch the details from PFMS for already registered Beneficiary/vendors. Portal should have the facility to handle TDS and GST.			
16	The proposed system should be able to integrate with PFMS w.r.t. to REAT requirements (Receipts, Expenditure, Advances and Transfers)through direct integration, API integration, upload, download options and it should have bulk upload facility of beneficiary/vendor details.			
17	The proposed system should provide facility for organization setup, defining user roles as per organization hierarchy.			
18	The proposed system should provide facility to setup approval matrix, based on the role of various end users and range of amount			
19	The proposed system should have facility to create, search beneficiaries and vendors. Facility to create beneficiaries and vendors through file upload should also be provided			

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20	The proposed system should provide facility to create fund disbursement transaction directly through file upload			

List of deviations from the required specifications:

1)

2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

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

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

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

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

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

                                             For

Office Seal   (Authorised Signatory)

Place: Name:

Date: Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

PART – II (a)

Indicative Commercial Bid (To be submitted at the time Technical Bid Submission)

Dear Sir,

     Sub: Request for Proposal for Procurement of Fund Management Solution for Centrally Sponsored Schemes.

     Ref: 1. Your RFP No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021

Indicative Commercial Bid

Items	Cost (in Rs.)	Remark
License Cost		
Implementation Cost at DC		
Implementation Cost at DR		
Onsite Support for 1 Year (Optional)- **This cost will be optional and will be taken for evaluation but payment will be made if bank requires on site support**		
Notational Cost of customization for 100 man days (1man day * 100 days) – **This cost is notational and will be taken for evaluation purpose only to arrive L1 bidder. However the rate quoted will be considered for payment of customization cost, if required by the bank**		
AMC Ist Year		
AMC IInd Year		
Total Indicative Cost		

Note: The Total Indicative Cost will be only for indicative purpose only. Final will be arrived after reverse auction.

For
Office Seal

(Authorized Signatory)

Place: Name:
Date: Designation:
Mobile No:
Business Address:
Telephone No:

          E-mail ID:

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

Part-II (b)
Commercial Bid (To be submitted after Online Reverse Auction)

The Asst. General Manager
CO: Resources & Government Relationship Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Procurement of Fund Management Solution for Centrally Sponsored Schemes.

Ref: 1. Your RFP No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021
2. Online Reverse Auction dated _____

Further to the online reverse auction conducted on _____, we submit hereunder the price details as per the specifications given in Part-I.

*Total Cost quoted in reverse auction = Rs. ....

* Price is inclusive of all charges but exclusive of taxes. TDS if any, will be deducted from the payment**.**

Total Amount in words: Rupees _____

The bifurcation of the **price quoted in reverse auction** is as under:

Items	Cost (in Rs.)	Remark
License Cost		
Implementation Cost at DC		
Implementation Cost at DR		
Onsite Support for 1 Year (Optional)- **This cost will be optional and will be taken for evaluation but payment will be made if bank requires on site support**		
Notational Cost of customization for 100 man days (1 man day * 100 days) – **This cost is notational and will be taken for evaluation purpose only to arrive L1 bidder. However the rate quoted will be considered for payment of customization cost, if required by the bank**		
AMC Ist Year		
AMC IInd Year		
Total Cost*		

(*price on which reverse auction will be done)

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

We submit that we shall abide by the details given above and terms and conditions given in Bid document.

For

(Office Seal)

(Authorized Signatory)

Place: Name:
Date: Designation:
Mobile No:
Business Address:
Telephone No:
                                    E-mail ID:

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

ANNEXURE -I

(BID FORM)

(to be submitted in letter head)

Date: _____

To

The Asst. General Manager
CO: Resources & Government Relationship Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Procurement of Fund Management Solution for Centrally Sponsored Schemes.

Ref: Your RFP No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021

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

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

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 3% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

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

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RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

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

Dated this ………................day of ……….............…..2021

Signature   ………………………………........

……………………………………......

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder) …………………………………………………...…......... ……………………………………………………………………………………………........

Mobile:

Email

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

Annexure -II

SELF DECLARATION – BLACKLISTING

The Asst. General Manager
CO: Resources & Government Relationship Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Procurement of Fund Management Solution for Centrally Sponsored Schemes.

Ref: Your RFP No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021

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:

CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

<u>**Annexure-III**</u>
<u>**CONTRACT FORM**</u>
(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made the ....day of.................................2021 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 Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

      (a)   the Bid Form and the Price Schedule submitted by the Bidder;

      (b)   the Schedule of Requirements;

      (c)   the Technical Specifications;

      (d)   the Conditions of Contract;

      (e)   the Purchaser's Notification of Award/Purchase Order.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

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

TOTAL VALUE:

DELIVERY SCHEDULE:

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

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

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

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

<u>Annexure-IV</u>

<u>**Performance Security Format**</u>

Bank Guarantee No.   Date:

To: INDIAN BANK,

 Chennai,

 INDIA:

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier 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 the ....day of...................2021

Signature of Authorized Official with Seal
....

Date..2021

Address: ....

NOTE:

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

CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

Annexure-V
BID SECURITY DECLARATION

The Asst. General Manager
CO: Resources & Government Relationship Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Procurement of Fund Management Solution for Centrally
    Sponsored Schemes.

Ref: Your RFP No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFP and we will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014

Annexure - VI

MANUFACTURERS' AUTHORIZATION FORM

No.　　　　　　　　　　　　　　　　　Dated

To

Dear Sir,

RFP No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021

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

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

　　　　　　　　　　　　　　　　Yours faithfully,

　　　　　　　　　　　　　　　　(Name)
　　　　　　　　　　　　　　　　(Name of OEM)

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.

CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

Annexure-VII

INTEGRITY PACT

(To be submitted on Non - Judicial Stamp Paper)

INTEGRITY PACT

Between

Indian Bank hereinafter referred to as "The Bank''

and

…………………… Hereinafter referred to as "The Bidder/Contractor"

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for Procurement of Fund Management Solution for Centrally Sponsored Schemes.The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

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

Section 1 – Commitments of the Bank

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

   a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

   b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

   c) The Bank will exclude from the process all known prejudiced persons.

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

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

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers'' shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the ''Guidelines on Indian Agents of Foreign Suppliers'' is placed at Annexure.

e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4– Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.

2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

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Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.

4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.

5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fir by the Bank.

6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.

2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.

3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to

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treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.

3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.

7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word **'Monitor'** would include both singular and plural.

Section 9 – **Pact Duration**

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

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

Section 10 – **Examination of Books of Accounts**

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

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Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e.   Chennai.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.

4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

6. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Integrity Pact at …………………………on …………………….

(For & On behalf of the Bank)   (For & On behalf of Bidder/Contractor)

(Office Seal)   (Office Seal)

Place   ----------------------   Place ----------------------
Date   ----------------------   Date   ----------------------

Witness 1:   Witness 1:

(Name & Address) ------------------------   (Name & Address) -----------------------
-------------------------   ------------------------

Witness 2:   Witness 2:
(Name & Address) -----------------------   (Name & Address)------------------------
            -------------------------   -------------------------

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Annexure-VIII

SERVICE LEVEL AGREEMENT

THIS AGREEMENT made the ....day of..................................,2021 between Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Corporate Office at 254-260, Avvai Shanmugham Salai, Chennai 600 014 (hereinafter "the purchaser/Bank") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns, of the one part

and

M/s, …………………………………………………… ("Name of Supplier") (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part:

WHEREAS the Bank invited bids vide RFP. No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021 for PROCUREMENT OF FUND MANAGEMENT SOLUTION FOR CENTRALLY SPONSORED SCHEMES (hereinafter referred to as "the said services") and has finalized and accepted the bid submitted by the Supplier for the provision of the said services

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

1. SLA

- The Successful bidder shall have to enter into a Service level agreement (Annexure-VIII) for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements.

- Maintenance and support agreement from OEM/Bidder is needed to provide a 4-hour response to technical support requests during Bank's working hours. There must be multiple ways to initiate a support request, including email, web page or voice mail. Support agreement will include free software upgrades.

- Bank will levy a penalty of Rs.1000 per 4 hours downtime post the resolution time as mentioned below in clause (2)- v of this Service Level Agreement from the time of reporting of issue, subject to a maximum penalty of Rs. 10,000 per day.

- If the downtime is more than one week, Bank will levy additional penalty of 10% of total cost of solution (except onsite support cost for 1 year and notional cost of customization of 100 man days) in addition to the above penalty.

- Penalty, if any, shall be debited from the subsequent payments to be paid to the vendor.

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2. 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.

ii. 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.

iii. 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, it's 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.

iv. 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.

v. 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.

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	1) Uptime – 99 % uptime average on quarterly basis for the solution. The penalty applicable for every 0.1 % drop in uptime is 0.1% of the cost of contract. For support model single instance of failure in providing different kind of support, every hour post Resolution time	10% of the total contract price.

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| | | will call (as detailed in table below) for following penalty
• High:0.03%
• Medium:0.02%
• Low:0.01%
The above percentages are of the contract price. | |

vi. Response & resolution time is given below and escalation 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.

Signed, Sealed and Delivered by the

said .... (For Indian Bank)

in the presence of: ....

Signed, Sealed and Delivered by the

said .... (For the supplier)

in the presence of: ....

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Annexure-IX
NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into at …….. on this the…..day of………2021 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, Avvai Shanmugam Salai, 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 "Supplier" 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 intends to procure Fund Management Solution.

M/s……………………………. Limited has been engaged for implementing Fund Management Solution for Centrally Sponsored Schemes.

The parties have entered into agreement dated _____ for providing the services for Fund Management Solution "(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 THERFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

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

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

2. **Use of Confidential Information**

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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 an made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term
This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as

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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 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

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incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

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

11. Jurisdiction

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

12. Indemnity clause

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

13. Governing laws

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

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

BANK   **………….**

M/s

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ANNEXURE – X
DECLARATION FOR MSME BENEFITS

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

To,
The Asst. General Manager
CO: Resources & Government Relationship Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Procurement of Fund Management Solution for Centrally Sponsored Schemes.

Ref: Your RFP No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. CO/RGRD/1443/R1/2021-22 dated 04/09/2021 for Procurement of Fund Management Solution for Centrally Sponsored Schemes.We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

a)   Issue of Tender Documents to MSEs free of Cost

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

Yours Sincerely

For M/s _____

Signature
Name:
Designation: Director/Company Secretary
Place:
Date:
Seal & Stamp

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ANNEXURE-XI

<u>DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</u>

<u>(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS LETTER HEAD)</u>

To,   Date
The Asst. General Manager
CO: Resources & Government Relationship Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Procurement of Fund Management Solution for Centrally Sponsored Schemes.

Ref: Your RFP No. **CO/RGRD/1443/R1/2021-22   dated 04/09/2021**

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

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ANNEXURE-XII

INSTALLATION CERTIFICATE FOR ISSUE BY DRS AFTER SUCCESSFUL INSTALLATION OFAPPLICATION

Date:

Sub: Certificate of installation of Fund Management Solution.

1.   This is to certify that the solution as detailed below has/have been successfully installed with all its components.

(a) Contract No._____ dated _____

(b)Description of the application: Fund Management Solution

(c)Date of installation and proving test _____

2.   The proving test has been done to our entire satisfaction and operators have been trained as per contract terms.

Signature   _____

Name   _____

Designation with stamp _____

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ANNEXURE-XIII

Certificate of Local Content as per Make in India Guidelines

To,   Date
The Asst. General Manager
CO: Resources & Government Relationship Department
Indian Bank
254-260 Avvai Shanmugham Salai
Chennai 600 014.

Dear Sirs,

Sub: Request for Proposal for Procurement of Fund Management Solution for Centrally
      Sponsored Schemes.

Ref: Your RFP No. **CO/RGRD/1443/R1/2021-22   dated 04/09/2021**

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

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

S.No.	Make and Model	Name of Place

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

For Bidder   For OEM

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

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ANNEXURE-XIV

Hardware, Software, Network etc. Requirement as per RFP

a) Server:

Sl.no	Quantity	Processor(Make & Model)	HDD	Storage	Purpose

b) Storage:

Sl.no	Capacity (GB)	IOPS	Latency	Purpose

c) Network & Bandwidth Requirements

Year	Bandwidth required with units like Mbps/Kbps		
	DC and DR	DC/DR to Internet per user	DC/DR to Branch/Office per user
1st			
2nd			
3rd			

d) Any other requirement as per RFP

For Bidder

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

RFP Ref: CO/RGRD/1443/R1/2021-22   **Date: 04/09/2021**

CHECKLIST

S.No.	Criteria	Documents to be submitted as proof
1	The Bidder should be Public/Private Limited Company and should be having existence in India for the last 3 years (as on 31.03.2021). In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original limited company can be taken into account.	Copy of Certificate of Incorporation
2	The Bidder should be the Authorised partner of the OEM or OEM for Supply and Support of the solution in India	MAF has to be submitted as per Annexure-VI
3	The Bidder should have earned Net Profit during last three financial years of the bidder. i.e. 2018-19, 2019-20 and 2020-21.	Copy of Audited Balance Sheet.
4	The yearly turnover of the bidder should be more than Rs.3 crores during each of last three financial years. (2018-19, 2019-20 and 2020-21.)	Copy of Audited Balance Sheet.
5	Bidder should have experience of minimum 2 years in Supply, Installation and Maintenance of Fund Management /Financial Management Solution with any Government, private or public organizations in India during last 3 years (as on 30.06.2021).	Documentary proof has to be submitted.
6	Documentary proof and satisfactory letter for bidder having implemented/ Under Implementation status of/ a Similar Solution as per the norms from minimum of 1 Client (Bank/ Institution).	Documentary proof and satisfactory letter from one client
7	The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.	Self-Declaration as per the format given in Annexure-II should be attached.
8	The Bidder/OEM should have support center in India.	The Postal Address of the support centers along with proof of address should be provided with the bid.
9	Technical Compliance	Compliance to be given as per Part – I
10	Bid Security Declaration	Bid Security Declaration as per Annexure-V
11	Bid Form	As per Annexure-I
12	OEM must have Online portal and email facilities for lodging & tracking of complaints	Details to be provided on OEM's letter head
13	OEM must have ISO Certifications in India	ISO Certificates to be submitted.
14	Escalation Matrix of Bidder	Escalation Matrix of Bidder to be submitted on bidder's letter head
15	Integrity Pact	Integrity Pact as per Annexure-VII
16	Declaration regarding Land Border Compliance	Declaration to be submitted as per Annexure-XI
17	Declaration regarding MSME Benefits (If Applicable)	Declaration to be submitted as per Annexure-X

CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI
CHENNAI – 600014

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18	Indicative Commercial Bid	Indicative Commercial Bid as per Part-II
19	Certificate Regarding Local Content	To be submitted as per Annexure-XIII
20	Hardware, Software, Network etc. Requirement as per RFP	To be submitted as per Annexure-XIV
21	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder