



(CORPORATE OFFICE: CHENNAI)

## REQUEST FOR PROPOSAL (RFP)

FOR

### *Supply, Implementation and Maintenance of Integrated Queue Management System (QMS) – OPEX MODEL*

Ref: COBOD/RFP/QMS/2024-25/002 dated 08.08.2024

Last Date for Submission of Bid: 03.09.2024 (3.00 PM)

Issued by:

Indian Bank  
Banking Operations Department  
Corporate Office  
No. 254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai - 600014

Phone: 044-2813-4543/4528  
Email: QMS@indianbank.co.in  
Website: <https://www.indianbank.in>

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### BID DETAILS IN BRIEF

S No.	Description	Details	
1	RFP/Tender No.	COBOD/RFP/QMS/2024-25/ 002 dated 08.08.2024	
2	Brief Description of the RFP	Request for Proposal (RFP) for Supply, Implementation and Maintenance of Integrated Queue Management System	
3	Bank's Address for Communication	Asst. General Manager Indian Bank, Corporate Office Banking Operations Dept. No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014	
4	Date of Issue	08.08.2024, Thursday	
5	Last Date & Time of Submission of Queries/Clarifications for Pre Bid Meeting	19.08.2024, Monday, 3.00 PM	
6	Date & Time of Pre Bid Meeting ( Online only)	21.08.2024, Wednesday, 3.00 PM	
7	Last Date & Time for Submission of Bids in Online Mode	03.09.2024, Tuesday, 3.00 PM Apply through GEM portal	
8	Date and Time of Opening of Part A - Technical Bid	03.09.2024, Tuesday, 3.30 PM	
9	Venue of Opening Bids	Online Opening through GEM portal	
10	Date and Time of opening of Part B – Commercial Bid	The commercial bids of only those bidders will be opened who satisfy the eligibility criteria and qualify in technical evaluation.  The date for commercial bid opening would be communicated via e-mail to the technically eligible Bidders.	
11	Bid security/ Earnest Money Deposit (EMD)	Rs. 10.00 Lakhs in the form of a Bank Guarantee issued by any Scheduled commercial Banks other than Indian Bank, favoring Indian Bank (valid for a period of 9 months) <b>Bidder should provide Bank Guarantee in form of deposit / BG.</b>	
12	Performance Bank Guarantee/Security Deposit	5% of the Total Project Cost	Performance Security in form of BG should be valid for 3 year(s) and three months from the effective date of the Contract
13	Online Bid submission details	This RFP will follow e-Tendering process and the same will be conducted through Government e-Market Place (GeM) portal	

**The RFP document can also be downloaded from: Bank's website: <https://www.indianbank.in> and Government e- Market Place (GeM) portal**

## DISCLAIMER

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

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

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

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

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

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

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

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### ABBREVIATIONS USED IN THE DOCUMENTS

Abbreviation	Description
AO	Application Owner
API	Application Programming Interface
BRD	Business Requirement Document
CERT-IN	Computer Emergency Response Team-India
CSV	Comma Separated Value
CUG	Closed User Group
DR	Disaster Recovery
E&TA	Enterprise & Technology Architecture
EIS	Enterprise Integration Service
HNI	High Net worth Individual
INB / WEBSITE	Internet Banking
ISD	Information Security Department
ITSM	IT Service Management
MIS	Management Information System
OEM	Original Equipment Manufacturer
OWASP	Open Worldwide Application Security Project
PCI DSS	Payment Card Industry Data Security Standard
PII	Personally identifiable information
QMS	Queue Management Solution
SCD	Secure Configuration Document
SI	System Integrator
SIT	System Integration Testing
SPDI	Sensitive Personal Data or Information
TCO	Total Cost of Ownership
UAT	User Acceptance Testing
UI	User interface
URF	User Request Form
UX	User experience
VAPT	Vulnerability Assessment and Penetration Testing
POC	Proof of Concept

## 1. GENERAL INFORMATION

Indian Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for identification of a Bidder (Service Provider) for *Integrated Queue Management System*.

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

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

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

The RFP document can be downloaded from GeM portal or from the Bank’s website [www.indianbank.in](http://www.indianbank.in).

## 2. ABOUT INDIAN BANK:

**Indian Bank**, with Corporate Office in Chennai was established as part of the Swadeshi Movement on August 15, 1907. Along with 13 other Banks, the Bank was nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1<sup>st</sup> April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14.02.2021. In the last 115 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, the Bank has fine-tuned its strategies and has undertaken several structural and operational changes and earned a coveted position in the Indian banking industry. The Bank’s foremost priority has been to serve the people and its nation.

The Bank has two subsidiaries viz., IndBank Merchant Banking Services Ltd and Ind Bank Housing Ltd. Bank also has two joint ventures namely Universal Sompo General Insurance Company Ltd. and ASREC (India) Ltd.

The Bank has three sponsored Regional Rural Banks viz, Saptagiri Grameena Bank headquartered at Chittoor (Andhra Pradesh), Tamil Nadu Grama Bank headquartered at Salem (Tamil Nadu) and Puduvai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

Bank had always been a forerunner in offering digital products which provide hassle free, convenient and safe transaction facilities to enhance customer experience, meeting their expectations as the country gears itself for riding on the digital wave. After the amalgamation, the Bank is poised to grow on both business and profitability fronts. The emphasis will be to leverage operational efficiencies, cost synergies and new opportunities in terms of Brand and reach to deliver enhanced customer experience. The focus will be on increasing the CASA share in deposits while looking at diversified growth in credit. Cost optimization and increasing revenue with focus on fee income, improving recovery and containing NPAs will be levers to improve bottom line.

## **2.1 TECHNICAL ENVIRONMENT**

Indian Bank has all its branches on Core Banking Solutions, has a range of customer centric and other solutions like full suite of Core Banking Solution, payment systems like IMPS, NEFT, RTGS, SWIFT, CTS, etc., alternate delivery channels viz., ATM, e-Kiosk, Internet Banking, Mobile Banking, e-payment of Taxes, Utility Bill, Ticket, Donation, etc., SMS alerts and Corporate Net Banking. Bank has launched an integrated mobile app having various functionalities with biometric / face id login.

As a part of enhancing customer experience, Bank has also launched an AI-Chatbot ADYA, that is currently available on Bank's website and Mobile Banking App as an additional interface for answering customer queries and lead generation.

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

**For further details, please visit Bank's website [www.indianbank.in](http://www.indianbank.in)**

### **3. INTEGRITY PACT (IP)**

- a. Venders/bidders/sellers, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering this pact would be the preliminary qualification. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure- P for strict compliance.
- b. The Independent External Monitors (IEMs) appointed by the Bank will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

### **4. ABOUT THE RFP:**

This Request for Proposal is being issued by Indian Bank inviting proposals from eligible vendor for Supply, Implementation and Maintenance of Integrated Queue Management System at 100 branches across the Bank's branches all over India, extendable by another 25%, i.e. 25 branches at the discretion of the Bank. Bank reserves the right to modify this number based on the actual requirement of the Bank. The Bank, for this purpose, invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under in RFP and are also in a position to comply with the technical requirement as mentioned in RFP. Apart from the above the bidder must also agree to all the terms & conditions mentioned under this RFP.

The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate Agreement being executed between the Indian Bank and successful bidder as identified after completion of the selection process.



## 5. DEFINITIONS:

Words/phrases used in this Request for Proposal shall have the meanings assigned to them as hereunder unless used in a context totally contrary:

- a) "Bank" means INDIAN BANK
- b) "Applicant/Bidder" means any eligible entity/Company which applies/submits applications/Proposals in response to this RFP and willing/offering to provide services as a Service Provider for the Bank pursuant to the terms of this RFP.
- c) "Bid" means the offer made by the Bidder in response to this RFP.
- d) "Service Provider (SP) / Vendor" means any person /entity who is eligible to act as vendor for Supply, Implementation and Maintenance of Integrated Queue Management System for the Bank branches under the terms here for providing services described in the RFP.
- e) "OPEX MODEL" is an QMS set up at Bank branches by Service Provider / vendor shall work during branch business hours.
- f) "QMS Agreement" means the agreement to be executed between the Bank and the Service Provider / Vendor containing the terms and conditions on which the Services will be provided.
- g) "Eligibility Criteria" means the criteria required to be satisfied by the Bidder in order to bid so as to be engaged as a Service Provider / vendor, for particularly described in this RFP.
- h) "RFP" means this Request for Proposal issued by the Bank.

## 6. CLARIFICATION TO RFP AND PRE-BID QUERIES:

- a. The bidder should carefully examine and understand the specifications, terms & conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Annexure- S
- b. All communications regarding points requiring clarifications and any doubts shall be addressed to **QMS@indianbank.co.in** by the intending bidders before 15.00 Hours on 19.08.2024.
- c. No queries will be entertained from the bidders after the above date and time.
- d. The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available in the Bank's website (<https://indianbank.in/tenders>) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

## 7. PRE-BID MEETING:

- a) A pre-bid meeting of the intending bidders will be held as scheduled below to clarify any point/doubt raised by them in respect of this RFP.

Date	Day	Time	Venue
21.08.2024	Wednesday	15.00	Through Video Conference

- b) No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre - bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow only ONE representative from each Bidder to participate in the pre -bid meeting.
- c) Interested bidders shall share the scanned copy of authorization letter as per Annexure-U and valid ID proof of the Representative by email to QMS@indianbank.co.in latest by 19.08.2024 15:00 Hours

Upon perusal of the same, the **link/meeting ID will be ported in BANK web site or shared to the participant** via reply mail for interested bidder to participate in the Pre-bid query meeting for participant by bidders.

- d) Bank has the discretion to consider any other queries raised by the bidder's representative during the pre -bid meeting.
- e) Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.
- f) Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

## 8. **PRE-QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS:**

Eligibility criteria for the Vendor to qualify this stage is mentioned in Annexure B. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. The vendor would need to provide supporting documents as part of the eligibility proof. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

- a) The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any credential detail mentioned in "Eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation.

**Note:** The participating bidders are required to submit unambiguous documentary evidence, in support of their meeting the above eligibility criteria. The Bidder must comply with all above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the Bid summarily.

Bank reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.

- b) All documentary evidence/certificates confirming compliance criteria should be part of eligibility criteria.

**9. EARNEST MONEY DEPOSIT (EMD)/BANK GUARANTEE IN LIEU OF EMD:**

- a) The bidder shall submit Bid Security / Earnest Money Deposit in the form of Bank Guarantee valid for period of 6 months plus claim period of 3 months for Rs.10 lakhs in favor of Indian Bank, payable at Chennai.
- b) Bank Guarantee shall be submitted from Scheduled Commercial Bank (Other than Indian Bank). Annexure-I confirming submission of Bid security shall be submitted by the bidder. Bids received without Bid Security would be rejected.
- c) The successful bidder's bid security will be discharged upon the bidders signing the contract agreement and furnishing the performance guarantee as stipulated.
- d) The Bid security will be returned to unsuccessful bidders after the bidding process is over but not later than 30 days after the expiry of the Bid validity by the purchaser. No Interest is payable on the Bid Security /Earnest Money Deposit.
- e) The Bid Security may be forfeited:
  - i. If the bidder withdraws his bid during the period of bid validity.
  - ii If the bidder fails to participate and quote price in on-line sealed bid.
  - iii. In case of successful bidder if the bidder fails:
    - To accept purchase order
    - To furnish performance guarantee as stipulated
    - To comply all terms of RFP or Purchase Order.

**10. REQUIREMENTS:**

- a) Bank is planning to establish 100 QMS in Bank branches locations pan India.
- b) The geographic locations that fall within the scope of this project can span over urban and metropolitan areas. The Number of Locations is provided under Annexure S.

**11. RESPONSIBILITIES OF THE BIDDER:**

- a) The Successful Bidder/s shall be responsible for Supply, Implementation and Maintenance of Integrated Queue Management System and to resolve all issues that may arise covering the entire scope of this RFP.

- b) The Successful Bidder/s will be single point of contact to provide the solution to the Bank. Under no circumstance, the bidder should sub - contract the work entrusted to them.
- c) The bidders should be willing to extend the services anywhere in INDIA for which bid is placed.
- d) Bank will enter into a detailed agreement with the Successful Bidders clearly defining the roles and responsibilities and the terms of engagement for the infrastructural support and services extended to the bank as per the format prescribed by the Bank.
- e) Bidders shall be required to provide well-trained personnel and extend necessary mentoring and operational support to the intermediary network of operators, etc.
- f) The Successful Bidder/s shall manage the activities of its personnel or others engaged in the project, etc. and will be accountable for all the personnel deployed/engaged in the project.
- g) No right to employment in the Bank shall accrue or arise, by virtue of engagement of employees, operators, contractors, etc. of the successful bidder/s for any assignment under this project.
- h) The successful bidders should undertake Onboarding and de boarding of the operators in coordination with Branch and Banking Operations Department, Corporate Office, Chennai.

## **12. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received through Government e- Market Place (GeM) portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

## **13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN COMMERCIAL BID:**

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in commercial bid shall remain valid for duration of 6 calendar months from the date of opening of commercial bid.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension

of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.

- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

#### **14. BIDDING PROCESS:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity

## **15. EVALUATION PROCESS:**

- i. The Bidders who are short-listed after technical **evaluation, would be opened.**
- ii. All the Bidders who qualify in the evaluation process will participate in the commercial bids to be conducted by Bank's
- iii. The Bidder will be selected on the basis of their QCBS Score.

### **A. EVALUATION PROCESS**

A two bid system is adopted for selection of the vendor

- Stage 1 – Eligibility Bid evaluation
- Stage 2 - Evaluation methodology for eligible bidders
- Technical Bid Evaluation
- Commercial Bid Evaluation

During evaluation of the Tenders, the Bank, at its discretion, may ask the Vendor for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the vendors to this document and bank will not entertain any correspondence in this regard.

### **B. ELIGIBILITY BID**

Eligibility criterion for the Vendor to qualify this stage is clearly mentioned in RFP. The vendor would need to provide supporting documents as part of the eligibility proof.

### **C. EVALUATION METHODOLOGY FOR ELIGIBLE BIDDER**

After qualifying the eligibility criteria, the evaluation will be a two stage process. The stages are:

- Technical Bid Evaluation
- Commercial Bid Evaluation

### **D. TECHNICAL BID EVALUATION**

Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.

During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders

for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

The proposals received by the Banks will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below:

The Bids which are securing the technical score of 60 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find “Highest scoring Bidder” as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. The Banks however retain the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered or permitted. The Bank reserves the right to evaluate the bids on technical & functional parameters including factory visit and witness demos of the system and verify functionalities, response times, etc. It also includes the site visits to other clients of the bidders as well as any independent verification of the facts produced in the technical bid.

The vendor needs to achieve a cut – off score of 60 marks in this evaluation stage to be qualified for commercial bid opening. Only those vendors who achieve the specified cut – off scores would be short-listed for Commercial Bid Evaluation. The Technical Proposal will be evaluated for technical suitability and the criteria for evaluation of technical bids are as under:

**Details of Evaluation Parameters (Scoring Matrix): Bidder would be technically evaluated based on the Technical Evaluation Scoring Matrix as given in the following table for QMS RFP:**

Sr. No.	Evaluation Parameter	Logic/Supporting Details	Weightage (Maximum Marks)
1	Compliance to 1 to 40 Critical and Mandatory requirements. 41 to 65 desirables (details as given in Technical & Functional Specifications- Annexure - C- of RFP.	Total Marks obtained in Technical & Functional Specifications in Annexure -C (25 desirable parameters carry 2 marks each)	50
2	Client Reference Provided by Bidder for similar QMS solution implementation projects deployment and feedback taken from client references will be considered for scoring. Client references of	Number of Three Client references where similar QMS solution modules implemented (POC may be considered for minimum 3 month) (Share copy of Purchase order and client feedback taken of current date).  <b>(Marks for three similar QMS implementation Client reference and client site visit feedback)</b>	15

	<p>Bidder will be considered for technical evaluation and site visit. If bidder is participating as SI then SI should have experience of QMS implementation and SI Client references will be considered.</p>	<p><b>At least one Client reference shared should have preferably same QMS version implementation which is quoted in QMS RFP response.</b></p> <p><b>Bidder has to arrange at least one site visit from above mentioned client references where similar to RFP scope QMS solution implementation done with latest version of QMS. One site visit is mandatory to get actual feedback of client reference to get idea about functionality of QMS product. Client Site visit to be arranged preferably in India for similar QMS implementation.</b></p> <p>While bidder will arrange site visit but execution part option will remain with bank.</p>	
3	<p>Evaluation of response submitted in RFP (as per Technical bid submission in proposal - to meet Bank's requirement, comply with Bank's latest guidelines as well as performance testing benchmark report to be shared for proposed sizing of Bank with technical bid submission).</p>	<p>The Following Specifications for each of PROD and DR (exact replica of PR), PRE-PROD and UAT environments at Indian Bank</p> <ol style="list-style-type: none"> <li>Tier QMS and 3 Tier Architecture Diagram</li> <li>Process/Data Flow Diagram</li> <li>Proposed software specification along with OEM and features of each software product used in QMS</li> <li>Proposed hardware specification for premise based cloud setup</li> <li>Proposed internal, Intranet and external network specification</li> <li>Network connectivity &amp; Bandwidths required</li> </ol> <p>How Cost of Licenses factored in proposed QMS (If any limitation on 3rd party tool used license limit highlight for report generation etc.). QMS should be compatible on cloud setup.</p> <p>Performance benchmark report for proposed QMS as per Bank RFP sizing.</p> <p>How Complete Project Timeline will be achieved as per milestone with required functionalities.</p> <p>Detailed approach for obtaining feedback from customers after availing services.</p>	<p>15</p> <p>(3 marks for each point of supporting response)</p>
4	<p>Presentation and live demo of QMS by bidder of proposed solution.</p>	<p>As per Presentation Template for RFP of QMS. Demo of QMS should be from bidder office and should show actual functionalities asked by bank</p>	<p>20</p>
<b>Total Marks (Weightage):</b>			<b>100</b>



Bidders scoring a minimum of 60% marks in the technical evaluation scoring matrix will qualify for commercial evaluation

### **PRESENTATION TEMPLATE FOR RFP OF QMS**

<b>Sl no</b>	<b>Areas in Presentation</b>	<b>Details of areas</b>
1	Background	Background of Participating Bidder, OEM, other 3rd party and support taken with its support Centre location in India
2	Brief overview of similar QMS implementation by bidder	Brief overview of 3 to 5 instances/projects of similar QMS implementations across BFSI domain in the Globe by bidder
3	Solution Overview [Reference to requirements in RFP with Sub section heading will be desirable]. Understanding of RFP Scope of Work.	<b>Bidder's understanding of scope of work for RFP of QMS:</b> <ol style="list-style-type: none"> <li>i. Three tier Architecture in end to end setup of QMS proposed solution, Data Flow and other details of proposed solution</li> <li>ii. Proposed Software and Hardware Stack required in INDIAN BANK Cloud setup.</li> <li>iii. Tabular comparison of problems and solutions</li> <li>iv. Performance Benchmarking considering INDIAN BANK sizing and other requirements in RFP</li> <li>v. AI/ML Use cases on proposed QMS</li> <li>vi. Proposition to Data Governance, Data Quality and Data Automatic Reconciliation</li> <li>vii. Data Security</li> <li>viii. Compliance with various regulatory requirements</li> <li>ix. Real time data loading and reporting</li> <li>x. Any other important aspects keeping in view of RFP scope i.e. Mobility integration with INDIAN BANK app and interfaces with other INDIAN BANK applications as per RFP scope</li> </ol>
4	Project Management, Planning, Resource Management and Execution Timelines	Timelines for proposed QMS production customization & live as per RFP timelines.
5	Business benefits realization & Value creation	Time frame to realize business benefits. Value creation along with quantifiable benefits. L2 Service desk team at Bank should be able to address technical issues and complete activity without direct backend database access. All issues resolution should be through front end menu driven
6	Key Takeaways & Service Desk	Key Takeaways & Unique points of proposed QMS Solution.
7	Key Functionalities in	QMS Application entire setup is having any Dependency on

	proposed solution will be taken care to be covered as part of presentation	Thick Client/EXE then please highlight and share all screens as part of RFP bid response with list of functionalities which is not part of 3 tier architecture and share if any PII & SPDI data is processed Application bidder will have no problem in source code review. Any other special input.
8	Executive summary	Executive summary and resource to be deployed for QMS with experience etc
9	Annexure	Any other relevant information related to Queue Management solution compliance by GDPR latest guidelines etc

### **Other guidelines**

1. Duration of presentation is 1 - 2 Hrs. Executive summary should be kept at the end of the presentation for 15 Mins. Timelines of 2 hrs. Should be strictly adhered to, hence no extension to presentation will be permitted.
2. Please maintain the order (Sr.No. 1 to 9) of presentation as given in presentation template in this document.
3. We suggest that the number of slides (~ 30) in the presentation should be concise, moderate and relevant to the areas mentioned in above presentation template.
4. Maximum 4 participants will be allowed for presentation; it can be held at virtually also if Bank permit through Microsoft Team etc.
5. Gate pass requests for participants should be sent at least 2 days in advance as guided below.

Format for raising gate-pass request is given below.

Name
E-mail ID
Mobile Number
Organization Laptop make (if required)
Laptop Serial Number (if required)

Please send mail for raising gate pass request if required

### **E. COMMERCIAL BID EVALUATION**

Bank has decided to seek commercial bids for procurement of QMS on opex model. Bidder will have to submit Commercial Bid for opex model wherein the Bank will acquire the equipment and software on a rental basis.

This will be a techno commercial evaluation and accordingly the technical evaluation will have 60% weightage and Commercial evaluation shall have 40% weightage. These weightages shall be taken into consideration for arriving at the Successful Bidder. The evaluation methodologies vis-a-vis the weightages are as under:

The Score will be calculated for all eligible and technically qualified Bidder based on the following formula:

$$S = (T/T \text{ High} \times 60) + (C \text{ Low}/C \times 40)$$

Where:

S = Score of the Bidder

T = Technical score of the Bidder

T High = Highest Technical score among the Bidder

C = Quote as provided by the Bidder (please refer to Annexure G)

C Low = Lowest Quote of C among the Bidder

The Bidder securing the highest score becomes the successful Bidder

For example – There are three Bidders A, B and C.

Technical score will be arrived at treating the marks of the Bidder scoring the highest marks (A) in Technical evaluation as 100. Technical score for other Bidders (B, C, etc.) will be computed using the formula Marks of B / Marks of highest scorer A\*100.

Similarly, Commercial Score of all technically cleared Bidders will be arrived at taking the cost quoted by L1 Bidder i.e., the lowest quote from all technically qualified Bidder (say C) as 100. Marks for other Bidders will be calculated using the formula Commercial Score = Cost of L1 Bidder / Cost quoted by Bidder \* 100.

A “Combined score” will be arrived at, taking into account both marks scored through Technical Bid evaluation and the nominal commercial quotes with a weightage of 60% for the Technical Bid and 40% for the Commercial Bid as described below.

The combined score is arrived at by adding Technical Score and Commercial Score.

The successful Bidder will be the one who has highest Combined Score.

Sl no	BIDDER	Technical Evaluation Marks (T)	Nominal Bid Price in INR (C)	Technical Score	Commercial Score	Combined Score (Out of 100)
1	A	95	71	$95/95 \times 60 = 60.0$	$60/71 \times 40 = 33.8$	$60.0 + 33.8 = 93.8$
2	B	85	65	$85/95 \times 60 = 53.7$	$60/65 \times 40 = 36.9$	$53.7 + 36.9 = 90.6$
3	C	90	60	$90/95 \times 60 = 56.8$	$60/60 \times 40 = 40$	$56.8 + 40.0 = 96.8$

In the above example Bidder C with highest score becomes the successful Bidder.

**The Banks’ decision is FINAL in this regard.**

**Kindly Note:** RESPONDENTS SCORING A MINIMUM OF 60 MARKS IN THE TECHNICAL BID SHALL ONLY BE CONSIDERED FOR COMMERCIAL BID OPENING. Commercial Bids of Bidders securing less than 60 marks will not be opened.

## **16. CONTACTING THE BANK:**

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Commercial Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

## **17. POWERS TO VARY OR OMIT WORK:**

- i) No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii) In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii) If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

## **18. WAIVER OF RIGHTS:**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver

will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

#### **19. CONTRACT AMENDMENT:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

#### **20. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

#### **21. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:**

- i) Service Provider should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.
- ii) System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. INDIAN BANK staff / third Party vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by Service Provider. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to the Bank.
- iii) On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to Service Provider by the competent authority

#### **22. SERVICES:**

- i) All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.
- ii) The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii) Bidder should ensure that key personnel with relevant skill-sets are available to the Bank.

- iv) Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- v) Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi) Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii) Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc in case the Bank chooses not to upgrade to latest version.
- viii) Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix) All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC/ ATS/ S&S period.
- x) Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- xi) The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.
- xii) No remote access to the Bank's resources/infrastructure will be provided to the vendor at any stage of development/ implementation/ support for the proposed solution. Vendor has to make all the activities related to development/ implementation/ support at the Bank's site only.
- xiii) Integration of the application and related infrastructure with our SIEM, SOAR and CLMS will be responsibility of the vendor.

### **23. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:**

- i) The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Solution by INDIAN BANK.
- ii) During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and

corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.

- iii) During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at INDIAN BANK, Chennai or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.
- iv) Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- v) Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.
- vi) In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
  - a. Diagnostics for identification of systems failures
  - b. Protection of data/ Configuration
  - c. Recovery/ restart facility
  - d. Backup of system software/ Configuration
- vii) Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- viii) The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from DC to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- ix) Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- x) Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

## **24. PENALTIES:**

As mentioned in Annexure -J of this RFP.

## **25. RIGHT TO VERIFICATION:**

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

## **26. INSPECTION AND TESTING:**

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the product on a representative model at Service Provider's location.
- ii. The inspection and test prior to dispatch of the product/at the time of final acceptance would be as follows:
  - a. Service Provider shall intimate the Bank before dispatching products for conducting inspection and testing.
  - b. The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.
- iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this contract.
- v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

## **27. RIGHT TO AUDIT:**

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services



etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc)
- iv. Service provider shall grant unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorized under law.

## **28.SUBCONTRACTING:**

As per scope of this RFP, sub-contracting is not permitted

## **29. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for the period of three (3) years. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement

### **30. LIMITATION OF LIABILITY:**

- i. The maximum aggregate liability of Service Provider, subject to below mentioned sub clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
  - b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations
  - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for noncompliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of abovementioned sub-clause (iii)(b) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith

**Willful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **31. CONFIDENTIALITY**

Confidentiality obligation shall be as per NON Disclosure Agreement and clause 15 of SLP (Service level agreement) placed as Annexure K to this RFP

### **32. DELAY IN SERVICE PROVIDER’S PERFORMANCE:**

- i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by Service Provider within the timelines prescribed in this RFP.

- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Software Solution and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

### **33. SERVICE PROVIDER'S OBLIGATIONS:**

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in Annexure - M of this RFP.
- vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- vii. The Service Provider shall execute Data Processing Agreement on the format attached as Annexure - L to this RFP.

- viii. Service Provider shall abide by the provisions of the DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.

#### **34. TECHNICAL DOCUMENTATION:**

- i. Service Provider shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.
- iii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

#### **35. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

- i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software

licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.

- iv. The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- V. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.
- VI. Service Provider shall grant the Bank a fully paid-up, irrevocable, exclusive, unlimited, perpetual license throughout the territory of India to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code /object code /executable code and compilation procedures of the Software Solution supplied or made under this agreement are the proprietary property of the Bank and as such Service Provider shall make them available to the Bank after successful User Acceptance Testing. Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights Any work made under this agreement shall be deemed to be 'work made for hire' under Indian applicable copyright laws.

### **36. LIQUIDATED DAMAGES:**

If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

### **37. CONFLICT OF INTEREST:**

- i) Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii) Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
  - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-

clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.

iii) For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

### **38. CODE OF INTEGRITY AND DEBARMENT/BANNING:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to on its own motion proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

**v. Debarment/Banning**

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

**(a) Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during



the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

## **ii. Debarment from participation including removal from empaneled list**

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 42" CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;

- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

#### **(b) Banning from Ministry/Country-wide procurements**

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

### **39. TERMINATION FOR DEFAULT:**

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
  - If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement, or any extension thereof granted by the Bank;
  - If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement;
  - Violations of any terms and conditions stipulated in the RFP;
  - On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to Service Provider under abovementioned sub-clause (i) (a) to (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not

terminated.

- i. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- ii. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- iii. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP
- iv. In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee

#### **40. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank

in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

#### **41. TERMINATION FOR INSOLVENCY:**

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

#### **42. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

#### **43. DISPUTES RESOLUTION:**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and Contract thereto (including dispute concerning interpretation) or in discharge of any obligation arising out of the RFP and Contract thereto (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent courts at Chennai. The competent courts in Chennai shall have exclusive jurisdiction in this regard.
- ii. Service Provider shall continue work under the Contract during the resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

#### **44.GOVERNING LANGUAGE:**

The governing language shall be English.

#### **45. APPLICABLE LAW:**

The Contract shall be interpreted in accordance with the laws of the Union of India.

#### **46.TAXES AND DUTIES:**

i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

ii. Prices quoted should be inclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (Annexure - G).

iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the Annexure - G will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in Annexure - G are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in Annexure - G

iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.

v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):

- a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
- b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any

non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period

- c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest

vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Indian Stamp ( Madras Amendment) Act 1967 and any amendment thereto.

#### **47. TAX DEDUCTION AT SOURCE:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961

## **48. TERMS AND CONDITIONS**

### **48.1 GENERAL TERMS**

**48.1.1 Information Provided:** The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

**48.1.2 For Respondent Only:** The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.

**48.1.3 Costs Borne by Respondents:** All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.

**48.1.4 No Legal Relationship:** No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.

**48.1.5 Recipient Obligation to Inform Itself:** The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.

**48.1.6 Evaluation of Offers:** Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of bidder, not limited to those selection criteria set out in this RFP document.

**48.1.7** The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.

**48.1.8 Standards:** All standards to be followed will adhere to Bureau of Indian Standards

(BIS) specifications or other acceptable standards.

**48.1.9** Acceptance of Terms: A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document

**48.1.10** Only one submission of response to RFP by each Respondent will be permitted

**48.1.11** The Bank expects the bidder to adhere to the terms of this tender document and would not accept any deviations to the same.

**48.1.12** The Bank expects that the bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.

**48.1.13** Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the bidder responses would not be incorporated automatically in the tender document.

**48.1.14** Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the tender document shall be the governing document for arrangement between the Bank and the bidder.

**48.1.15** The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.



**TENDER FORM (TECHNICAL BID)**

[On Company's letter head]  
(To be included in Technical Bid)

Date: \_\_\_\_\_

To:

&lt; Address of tendering office &gt;

Dear Sir,

**Ref: RFP No. INDIAN BANK/BOD/QMS/2024-25/002 dated 08/08/2024**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

1) While submitting this Bid, we certify that:

- (a) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- (b) We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- (c) Commercial Bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- (d) The Commercial Bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- (e) We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- (f) We have quoted for all the products/services mentioned in this RFP in our Commercial Bid.
- (g) The rate quoted in the Commercial Bid are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

2) 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 namely "Prevention of Corruption Act 1988".

3) We undertake that we will not offer, directly or through intermediaries, any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract

- 4) We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- 5) It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- 6) We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- 7) We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Annexure -K** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- 8) On acceptance of our technical bid, we undertake to participate in commercial bid by way of login through GeM Portal. In case of declaration as successful Vendor on completion of Commercial bid process, we undertake to complete the formalities as specified in this RFP.
- 9) The commercial bidding process will be through the GeM process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the Commercial bid process would be possessing a valid digital certificate for the purpose.
- 10) Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- 11) We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- 12) We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity
- 13) We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.

14) We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.

15) We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.

16) We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

17) If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

18) We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 202..

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
Seal of the company.

**ELIGIBILITY CRITERIA FOR BIDDERS**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

<b>S.NO</b>	<b>Eligibility Criteria</b>	<b>Complied (Yes / No)</b>	<b>(Proof of documents required / must be submitted)</b>
1	Bidder must be a Government Organization / PSU / PSE / LLP or private / public limited company in India at least for the last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process		Letter of confirmation from Bidder.
3	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder		Letter of confirmation from Bidder.
4	Bidder Net Worth should not have eroded by more than 30% (thirty percent) in the last three years, ending on 31.03.2024		Financial statements for 2021-22, 2022-23 and 2023-24 (Audited/ Provisional) are to be submitted. Bidder must produce a certificate from the Company's Chartered Accountant to this effect and mandatorily contain Unique Document Identification Number
5	Bidder should have minimum annual turnover of Rs. 10.00 Crore as on 31.03.2024		
6	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years for 2021-22, 2022-23 and 2023-24.		
7	Bidder should have experience of minimum 3 years in providing the Software Solution/services.		Copy of the PO or Certificate of completion also furnish user acceptance report.
8	The Bidder should be an OEM or authorized partner of OEM for supply of the equipment, licenses and solution implementation and maintenance support under warranty / AMC / ATS for the system.		Letter of confirmation from OEM need to be submitted.
8.1	If OEM ( <b>Original Equipment Manufacturer</b> ) is bidding directly they cannot submit another bid with any Bidder.		
9	One Bidder can bid only with one OEM and similarly one OEM can bid with only one Bidder		Letter of confirmation from OEM in case if OEM

			is bidding directly
10	The bidder / OEM should have service centers with engineers having experience in components (both hardware and software) of the proposed solution for providing support at Bank's location (service center State wise as per Annexure-T )		Letter of confirmation from the Bidder and OEM
11	The proposed System/Solution should have been implemented / running in at least three Commercial Banks / Financial Institutions in India in last 3 Years with an active concurrent installed base of more than 100 units in at least one order.		Bidder should enclose purchase Order (PO) / Confirmation Letter from concerned Banks / Financial Institution.
12	<p>a) Bidder should not have been blacklisted by any PSU Bank/ IBA/ RBI/ NPCI/ UIDAI/ IDRBT/ NABARD. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the name of the company or organization must have been removed from the blacklist as on date of submission of the tender, otherwise the bid will not be considered. Applicant must submit an undertaking of this effect.</p> <p>b) Neither the bidder nor its promoters and Directors should be defaulters to any financial institution in India. The bidder should not have been reported against by any Public Sector Bank to Indian Banks' Association for any malpractice, fraud, poor service, etc.</p> <p>The services of the bidder should not have been discontinued by any Bank on account of non-performance / other technical reasons.</p>		Details needs to be submitted in the format specified in RFP Annexures along with Documentary Proof of order / contract copy / customer credentials
13	The service provider should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.		Bidder should specifically certify in Annexure (-A) in this regards
14	Bidder company should not be owned or controlled by any Director or employee (or relatives) of INDIAN BANK		As per Annexure R to be submitted on Rs.100/- non judicial stamp paper
16	The bidder must submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure P on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.		As per Annexure P to be submitted on Rs.100/- non judicial stamp paper

17	Bidder Should be CMMI level 4 and above company.		Certificate to be enclosed (Mandatory)
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**Annexure –C**

**TECHNICAL & FUNCTIONAL SPECIFICATIONS**

**Note:** Bidders must ascertain that they are fulfilling the Technical/Functional requirements, then only provide the compliance remarks as “YES”. Also, provide the details how the technical requirements are being fulfilled. Giving false compliance of technical requirements will lead to disqualification at any stage, before or after procurement.

Sr. No	Expected Module	Required Functionalities/ Features in proposed QMS	Requirement	Compliance-Readily available in proposed solution (Yes/ No)	Description of functionality and Page number with section/ subsection of technical bid response covered (Mandatory for each point where compliance is yes)	Maximum marks (2 each for desirable)
1.	Technology Platform	3-tier Architecture in end to end setup of proposed QMS solution.	Critical & Mandatory			
2.	Technology Platform	QMS Application should be scalable to support as per RFP sizing of QMS customers.	Critical & Mandatory			
3.	Technology Platform	Application must not have Dependency on Thick Client/EXE in setup	Critical & Mandatory			
4.	Technology Platform	Encryption of PII/SPDI (Protection of personally identifiable information / Sensitive personal data and information) Data at rest, motion and in use	Critical & Mandatory			
5.	Technology Platform	Payload encryption should be available in Application	Critical & Mandatory			
6.	Technology Platform	DR active- active /High availability mode in application and database/clustering configuration in proposed setup	Critical & Mandatory			
7.	Technology Platform	Data consistency across all	Critical &			

		modules of application	Mandatory			
8.	Technology Platform	Login authentication should be using bank's Active Directory	Critical & Mandatory			
9.	Technology Platform	Licensing should be perpetual and not based on usage including 3rd party tools for all modules as per sizing of RFP and Bank future requirements etc. mentioned in RFP	Critical & Mandatory			
10.	Technology Platform	Application Source code review will be done by Bank and IT -partner should ready for it, otherwise CERT-IN empaneled party certificate needs to be provided. HP Fortify tool or similar tool may be used by the Bank to scan source code deployed for QMS at Bank location or bidder location and observation need to be closed to get Go-live permission on QMS from bank ISSD.	Critical & Mandatory			
11	Technology Platform	General Data Protection Regulation related compliance requirement met in QMS solution	Critical & Mandatory			
12	Technology Platform	QMS Application should be scalable to support existing branches and its corresponding users, which may increase in future too as per Bank requirement	Critical & Mandatory			
13	Technology Platform	Capability of API integration of QMS with any of bank's application	Critical & Mandatory			
14	Technology Platform	Data privacy to be ensured. Application wide masking of PII data or any other data required by bank	Critical & Mandatory			
15	Technology Platform	Entire process of QMS should be automatic with no manual intervention	Critical & Mandatory			
16	Technology	No limitation on the usage of	Critical &			

	Platform	QMS system on Users concurrency basis	Mandatory			
17	Technology Platform	Product is latest OWASP (Open Worldwide Application Security Project) guidelines compliant	Critical & Mandatory			
18	Technology Platform	Password policy as per bank's ISD guidelines	Critical & Mandatory			
19	Technology Platform	Standard Secure coding practices have been followed in application	Critical & Mandatory			
20	Technology Platform	User access control: Role based access, menu based access, hierarchy based access etc	Critical & Mandatory			
21	Data Management	Data should be in sync across all delivery modules viz., Indian Bank Mobile app / /INB / WEBSITE / etc	Critical & Mandatory			
22	Data Management	Risk & Regulatory reports as required by regulators or bank	Critical & Mandatory			
23	Data Management	Storage: Ability for easy storage and retrieval of information, plans, data for each module mentioned in the scope	Critical & Mandatory			
24	Common Features	Solution customizable as per requirement of the bank	Critical & Mandatory			
25	Common Features	User interface in English, Hindi and in all scheduled languages as per requirement of the bank. Language should be configurable from a central location	Critical & Mandatory			
26	Common Features	The Solution capable of generating token through digital / physical and QR (Quick Response) code. Tokens with bank's branding and promotional messages	Critical & Mandatory			
27	Common Features	Token numbers should be alphanumeric for easy identifications of services and customer	Critical & Mandatory			
28	Common Features	Token should be printed in the language option selected by the customer	Critical & Mandatory			



29	Common Features	The token display at counters would clearly show the tokens that have been called to their respective counters	Critical & Mandatory			
30	Common Features	Voice announcement of tokens in language selected by the customer at the time of taking the token	Critical & Mandatory			
31	Common Features	Solution should support Auto Calling of tokens. Once a token is served, next token to be called automatically. Counter staff can stop or pause operations after entering pre-defined reasons configurable centrally	Critical & Mandatory			
32	Common Features	Solution capable of giving information on estimated wait time on the physical token number and the wait time on real time basis in digital token	Critical & Mandatory			
33	Common Features	Solution to support display of tokens issued, served, waiting on a TV / display screen placed at branches with audio and video output for serving token numbers	Critical & Mandatory			
34	Common Features	Option of token prioritization for HNIs / Valued customers/ Senior citizens etc	Critical & Mandatory			
35	Common Features	Option for pre-booking / appointment by customers for select services to be availed	Critical & Mandatory			
36	Common Features	Solution deployable in the bank's existing or proposed hardware (Computer / Tablet)	Critical & Mandatory			
37	Common Features	Availability of a dashboard for monitoring and MIS generation on real time basis. MIS on waiting tokens, pause time, reports, service time, employee-wise reports, service-wise footfall at the branch and other	Critical & Mandatory			

		information related to tokens etc. on real time				
38	Common Features	User interface for token issuance to display list of branches with the availability of services at these branches with an option to choose the branch, product / service, giving expected wait time	Critical & Mandatory			
39	Common Features	Readily be able to integrate with banks's other application like Indian Bank Mobile app, INB / WEBSITE, or any other module suggested by bank	Critical & Mandatory			
40	Common Features	Branch Manager / controllers to have supervisor view of what tickets are being served at any given point	Critical & Mandatory			
41	Common Features	Performance of the application should be smooth and scalable if load increase	Desirable			
42	Common Features	Better Support keeping clientside developer for deploym	Desirable			
43	Common Features	Capability to incorporate changes in UI/UX (User interface / User experience) of solution as per Bank inputs and INDIAN BANK MOBILE APP, INB / WEBSITE related suggestions	Desirable			
44	Common Features	Customer feedback capturing functionality. Functionality to take feedback from customers should be available in QMS solution. QMS should have the feature to configure feedback questions and ratings as per business requirement	Desirable			
45	Common Features	MIS reporting at different hierarchy levels	Desirable			
46	Common Features	All types of reports pertaining to customer visit,	Desirable			

		queue allotment, teller performance etc., or any other kind of report required by bank from time to time				
47	Common Features	Search: Robust Search functionality across all the modules mentioned in the scope	Desirable			
48	Common Features	Sort and Filter: Option for sorting and filtering the data in each of the modules by customer and bank users	Desirable			
49	Common Features	Menu driven ability for creation /addition/removal of users, roles. Menu driven ability for definition of access rights for each role	Desirable			
50	Common Features	Ability to print centrally configurable promotional messages on the token	Desirable			
51	Common Features	Facility to redirect customers and serve out-of-turn tokens and handle missing tokens	Desirable			
52	Common Features	System should keep information of missing tokens and list to be easily accessible on the token calling panel	Desirable			
53	Common Features	Staff should have the option of putting a token on hold in case of missing documents, back office verification, etc., and the same can be re-called again for service	Desirable			
54	Common Features	System should be able to provide a non-interactive live view of real time statistics of all branches. Additionally, it would be an automated flip style view of real-time branch statistics giving complete view of total walk ins, Waiting customers, Average service time, Average wait time, Staff wise efficiency, Total number of active/non-active counters, Pending Tokens etc. System should support rich	Desirable			

		graphical display like pie chart, bar graph etc.				
55	Common Features	System should support report distribution functionality. Allows reports to be distributed to the appropriate stakeholders, either on the fly or on a scheduled basis via email	Desirable			
56	Common Features	All Report Export Functionality in excel, CSV, PDF, TXT in QMS	Desirable			
57	Common Features	The display system should show the promotional videos / images and the called token in clear distinct panels. Dynamic scrolling display to handle larger branches	Desirable			
58	Common Features	The display should support interface for adding Foreign Exchange rates, Term Deposit Rates etc.,	Desirable			
59	Common Features	The display system should support a user interface to add new promotions for a selection of dates/ times. users can create playlist for digital content for selected branch (s)	Desirable			
60	Common Features	The promotional videos should be configurable from the central location for each branch / Circle /location etc	Desirable			
		QMS solution should have easy accessibility on all Mobility devices	Desirable			
61	Common Features	QMS solution should have easy accessibility on all Mobility devices	Desirable			
62	Common Features	QMS solution should easily adjust as per Mobile App/Tablet/Desktop	Desirable			
63	Common Features	QMS solution should be responsive to open on tablet for Bank's teller. No separate tablet app required.	Desirable			
64	Common Features	System should be able to provide configuration like adding /deleting services,	Desirable			

		change the token machine display properties (colour, width, fonts, etc.), language, change display unit properties (fonts, logo, token no & counter no. layout, etc.) change elements in token (logo, waiting customer count, promotional message, etc.). Ability to deactivate / activate services centrally				
65	Common Features	Proposed Solution should have standard sizing benchmarking defined for Performance testing. Share sample result	Desirable			

**Important: Out of total 65 Technical & Functional Specifications, Sr. No 1 to 40 are mandatory parameters. Sl. No. 41 to 65 are categorized as desirable and carries 2 marks each. If reference page number of technical bid response is not mentioned against above each functionality, then Bank may consider functionality is not available in QMS. In QMS technical bid response, description submitted should match with above mentioned RFP scope functionalities otherwise bank will not consider it for scoring purpose.**

**All above Critical and Mandatory functionality requirements should be readily available for INDIAN BANK in proposed QMS. The above list is not exhaustive, and features listed above are applicable to QMS wherever applicable. All the technology, framework, interfaces in UAT, Pre-prod and Production with DR should be provided with Queue Management Solution.**

**Any additional functionality information other than above technical and functional parameters can be shared only for bank information and the same will not be considered for evaluation marking etc.**

**Following details required for Bank reference:**

S r. No	Required Functionalities / Features	Compliance ( Yes/No ) and Supporting Documents	Available as part of solution (Yes / No)	Will be Provide as Customization ( Yes / No)	Will be provided as Third Party Solution	Feasible (Yes/No)
1.	Functioning of Software / Hardware / Network etc	Attached supporting Documents				
2	Licensing details of Software Solution / Service/ Product	Attached supporting Documents				

**Name & Signature of authorised signatory**

The interested solution providers must respond against all these broad categories subject to the adherence of the other terms and conditions mentioned in this RFP. The Solution providers / applicants must clearly specify the category/categories against which the proposal is furnished (in the RFP format), failing which the entries may not be entertained. If the solution is not able to meet some of the parameters mentioned above directly, the solution providers must explicitly mention 3rd party solution if any used as part of proposed solution details and must be able to provide seamless integration to meet the parameters (Though it is not preferred, it will be examined by the bank at its sole discretion, considering the individual weightage for each parameter subject to the adherence of the other terms and conditions mentioned in this RFP). For Bank all 3rd party components used in solution bidder has to provide sufficient Number of licenses as per sizing and AMC support and upgrade and security observation need to be addressed by bidder. The Bidder should describe how proposed solution will meet the required Critical and Mandatory functionalities and provide complete details thereof in the technical bid and mention reference to page no in last column Abovementioned Technical Functionalities to be confirmed by the Bidder and shared in detail with technical bid document. This need to be showcased with relevant Documents/Presentation/Flowcharts/process flow/Demo/POC/Site visit etc. as decided by the Bank. Bidders to confirm that each of the above mentioned Critical and Mandatory requirements are readily available for deployment of proposed INDIAN BANK QMS and need to be showcased or give Demo etc.

**ON COMPANY'S LETTER HEAD**

**To,  
The Deputy General Manager,  
Indian Bank, Corporate Office  
Banking Operations Department**

Dear Sir,

**SELF CERTIFICATION APPLICATION NAME: QMS**

I/We, \_\_\_\_\_ hereby declare that the Application \_\_\_\_\_ (developed)/(deployed) by us \_\_\_\_\_ (Name of organization) on \_\_\_\_\_ for INDIAN BANK has followed all the security measures while developing.

The complete proposed QMS solution is fully secure and 3 tier Architecture compliant and fully automated and all interfaces are Straight Through Processing (STP) compliant.

**For PII & SPDI data, 3 Tier Architecture Solution (Web, APP and database) should be implemented for Internet as well for Intranet Environment of QMS. The Client facing portal of QMS application will be placed on Public Environment and there should be a complete 3 Tier Architecture Solution should be implemented.**

All functionalities as envisaged in the RFP is readily available with the bidder for setup. Bank will scan Bidder's solution (source code) by deploying its own tools and Bidder have to close any observations pointed out by the Bank during such scan.

Following secure source code related security aspects have been taken care of while developing the Application \_\_\_\_\_, version number \_\_\_\_\_:

<b>Sl. No.</b>	<b>Security Aspects</b>	<b>Remarks</b>
1	Secure coding practices have been followed	Yes / No
2	Application was subjected to Source Code Review and patched against all known vulnerabilities including those defined under OWASP Top 10 and SANS 25, prior to handover to the Bank	Yes / No
3	No static details regarding Application (e.g. Default username, password) are mentioned in the code	Yes / No
4	Obfuscation of code has been done while putting the Application into production	Yes / No
5	Secure SDLC processes have been followed	Yes / No
6	Application was free from malware at the time of sale, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent Versions/modifications done)	Yes / No
7	The application is safe from potential bottlenecks and single points of failure vulnerable to DDoS attacks from source code perspective	Yes / No

We also confirm that the Application version number \_\_\_\_\_ (to be deployed)/(deployed) in the Bank has been subjected to thorough Risk Assessment procedures with focus on Source code review by (Internal)/ (External) Reviewers using :

- a) \_\_\_\_\_ (Name of Source Code Review Tool) or
- b) A Proprietary Source Code Review Tool developed by us

The last review was performed on \_\_\_\_/\_\_\_\_/\_\_\_\_ and observations have been duly closed with the following exceptions. The roadmap and the timeline for these exceptions are mentioned below:

Count of Observations						
Timelines for Closure	Upto 3 months	> 3 months to 6 months	> 6 months to 9 months	> 9 months to 12 months	> 12 months	Total
High						
Medium						
Low						
Informational						

We also undertake the responsibility to provide timely mitigation for any future vulnerability/zeroday vulnerability observed in the product or the underlying infrastructure that may impact the security assurances of the product.

Name &Signature of authorised

signatory Seal of Company

Date:

Place:



**BIDDER DETAILS**

<b>S. No</b>	<b>Particulars</b>	<b>Details</b>
1	Name	
2	Date of Incorporation and / or commencement of business	
3	Certificate of incorporation	
4	Brief description of the Bidder including details of its main line of business	
5	Company website URL	
6	Company Pan Number	
7	Company GSTIN Number	
8	Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> <li>i. Name</li> <li>ii. Designation</li> <li>iii. Address</li> <li>iv. Phone Number (Landline)</li> <li>v. Mobile Number</li> <li>vi. Fax Number</li> <li>vii. Email Address</li> </ul>	
9	Details for EMD Refund (applicable only if EMD is directly credited in designated account):- <ul style="list-style-type: none"> <li>a) Account No.</li> <li>b) Name of account holder</li> <li>c) Name of Bank</li> <li>d) IFSC Code</li> </ul>	

**Name & Signature of authorized signatory**

**Seal of Company**

**SCOPE OF WORK AND PAYMENT SCHEDULE**

<b>Sl No</b>	<b>Particulars</b>	<b>Requirements/ Remarks</b>
1	Description of Product/Services	<p>Bank proposes to procure Queue Management Software (QMS) for managing crowd at branches.</p> <p><b>SCOPE OF WORK</b></p> <p><b>A. FUNCTIONAL REQUIREMENTS:</b></p> <ol style="list-style-type: none"> <li>1. Queue Management Software (QMS), including but not limited to providing of the required Software, Databases, Third Party Utilities, if any, and installation, testing, commissioning, warranty, annual maintenance required/guaranteed uptime, etc.</li> <li>2. Supply, installation, commissioning, and implementation of QMS including its maintenance, administration, support and upgradation with no additional cost during the entire contract period of 3 years.</li> <li>3. QMS to be implemented in phases in 100 branches initially with an option of scalability up to 25% of targeted branches.</li> <li>4. Customization of the solution as per requirement of the bank including necessary configuration with the network and other hardware vendors of the bank to be ensured by the successful vendor without any additional cost to the bank.</li> <li>5. The QMS solution capable of generating token through digital / physical and QR (Quick Response) code and token to contain branch name, code, service(s) selected etc</li> <li>6. User interface design to be customized and token display as per the requirement of the bank. Feasibility/option of display of services in all scheduled languages as per requirement of the bank.</li> <li>7. User interface for token issuance to display list of branches with the availability of services at these branches with an option to choose the branch, product / service, giving expected wait time.</li> <li>8. Solution capable of giving information on estimated wait time on the physical token number and the wait time on real time basis in digital mode.</li> <li>9. Solution should have facility of assigning benchmark times for the services available in QMS.</li> <li>10. Solution to support display of tokens issued, served, waiting and publicity material on a TV / display screen placed at branches and audio and video output for serving token numbers.</li> <li>11. Option of token prioritization for HNIs / Valued customers/ Senior citizens etc. or as decided by the bank. HNIs and Senior citizens to get priority over general customers in token callings.</li> <li>12. Facility of token calling, switching between tokens, token forwarding to desired counter by the user at the branch.</li> </ol>

13. Option for pre-booking / appointment by customers for select services to be availed.
14. Provision of remote monitoring and resolution in case of failure / breakdown with real-time information of tokens issued / served / wait time etc.
15. A dashboard for monitoring and MIS generation on real time basis to be made available.
16. MIS on waiting tokens, expected time, service time, service wise footfall at the branch and other information related to tokens etc. on real time.
17. Bidder should have ability to generate MIS reports periodically for example: wait time, service time, token issued, served, waiting etc. on real time basis.
18. Bidder shall provide Bank with requisite MIS and Reports as per the formats prescribed by the 3rd party auditors, security audit of application, Regulatory bodies, Govt. etc.
19. Feasibility to integrate with the bank's feedback system for obtaining feedback from customers after availing services.
20. Provision of Holiday Master for management and control of holidays at targeted regions / branches.
21. Facility to provide Dashboard to have 360-degree view of Customer Portfolio and Pending compliances
22. Feasibility to integrate with Banks CBS through middleware APIs
23. No remote access to the Bank's resources/infrastructure will be provided to the vendor at any stage of development/ implementation/ support for the proposed solution. Vendor has to make all the activities related to development/ implementation/ support at the Bank's site only.
24. Integration of the application and related infrastructure with our SIEM, SOAR and CLMS will be responsibility of the vendor.

#### **B. TECHNICAL REQUIREMENTS:**

1. Feasibility to integrate with Bank's customer facing platforms such as INDIAN BANK MOBILE APP / INB / WEBSITE.
2. The solution to be deployable on Bank's on-premises private cloud locations.
3. The QMS solutions should be provided with the proposed hardware at the banks by the vendor.
4. Support maintenance activities like day end, month end, quarter ends, and year ends, uploads, downloads, trouble shooting, problem resolution, servicing and maintenance.
5. Provide support during the period of the contract for configuration changes, version upgradations, performance monitoring, troubleshooting, bug fixing, patch installation and liaison with bank officials for various support issues etc.
6. Bidder will be responsible to supply the hardware for server, storage

and network sizing for the proposed Solution for Bank. The sizing needs to be done based on Bank's requirements, business growth, optimized power usage and scalability. The bidder should provide the detail of Hardware required, peripherals, server types, configuration, storage space and any other information as may be required for the solution.

7. Design, setup and manage environments for various types of testings including but not limited to SIT (Systems Integration testing), API Testing, Database Testing, UAT (User Acceptance Testing), Load/performance testing, etc.

8. Provide comprehensive documentation of the application including but not limited to, the application architecture, description of the interfaces, the data model, database table structure, data flow diagrams, complete description of the data elements (metadata), user manual for all stakeholders.

9. The bidder must provide the technology upgrade to the Bank from time to time and certify that the technology or platform or solution being deployed is up to date.

10. Provide minor releases at every quarter for bug fixes, patch releases and product upgrades with new features/ functionalities every year or as per the frequency mutually agreed between the Bank and the Bidder.

11. Vendor to ensure strict adherence to data privacy as per applicable laws and regulations. Bank may require confirmation from vendor of the same from time to time and should be allowed to perform an audit for the same.

12. Vendor to implement all the practices and systems required for data security of INDIAN BANK clients. In case of a breach vendor to be responsible and Bank need to be indemnified.

13. Bidder should ensure that any software/product/company certification that is required from an Information Security (IS) perspective has to be adhered to.

14. Post implementation scope to indicatively include but not limited to support for the following: (a) Upgrades, (b) maintenance, (c) System monitoring, (d) Troubleshooting & Performance Tuning, (e) Advisories on software upgrades & vulnerabilities, (f) Conducting DR Drills & support for the same, (g) Any support required to make systems & software up and running, data backup & replication of data to DR etc.

15. Perform closure of Gaps identified as part of information security audits.

16. If the "End of Support" of supplied software version is declared within the contract period of 3 years, new version with all the existing customizations should be implemented by the Bidder with no extra cost to the Bank.

17. If "End of support" is declared for other operating systems,

		<p>databases then solution should support the upgraded versions as and when required by bank.</p> <p>18. The bidder will be responsible for Backup of Application and Data Base as per the requirement of the Bank.</p> <p>19. The Bidder shall provide detailed drawing of the installed setup after completion of the project. This will also include the printout of important configuration settings of the servers.</p> <p>20. Bidder's onsite resource should support in rectification of deficiencies pointed during periodic VAPT (External &amp; Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related and likewise., to the Bank during the contract period at no additional cost to the Bank.</p> <p>21. Bidder should either provide source code with necessary documentation or keep it under escrow arrangement. An escrow arrangement is a tripartite agreement between the Bank, Software vendor and the escrow agent. By this arrangement, the source code of application is kept with escrow agent, which can be made available to the Bank in the event the vendor goes out of business. The Successful Bidder is required to execute documents /agreements in this regard as prescribed by Bank from time to time.</p> <p>22. Bidder should carry out preventive and corrective maintenance activities to ensure that all Software/System perform without defect or interruption for ensuring availability of systems. System/Solution health check-up twice a year by Bidder/Vendor at no extra cost shall be conducted.</p> <p>23. Implementation and maintenance of setup at primary and DR sites. Clearance of solution architecture from Bank ITD Dept.</p> <p>24. Fixing of Comprehensive Security Review findings, after first setup and thereafter as and when carried out by Information System Security Department of the Bank.</p> <p>25. Provide exit management and reverse transition during the end of the contract.</p> <p><b>C. OTHER REQUIREMENTS:</b></p> <p>1. Provide one day functional and technical training to the Core teams (including but not limited to Operations and IT teams) as identified by Bank from time to time.</p> <p>2. Provide knowledge transfer in the form of KT (knowledge Transfer) sessions, Train the Trainer sessions, comprehensive documentation on the solution.</p> <p>3. Successful bidder to ensure: -</p> <p>I) Three years of lock in period of Services as per RFP</p> <p>II) The term can be extended for another three years on mutually agreed terms on need basis of the BANK.</p> <p>4. Bidder to provide 16x7x365 (366) support for implementation, Integration, Maintenance, Administration, Onsite Support and</p>
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		<p>Licences for QMS for the entire contract period of 3 years.</p> <p>5. To Provide centralized back-office support through dedicated team.</p> <p>6. Bidder would ensure that all audit finding reports submitted by teams/agencies as appointed by the bank, would be acted upon promptly.</p> <p>7. An escalation mechanism should be in place for unresolved issues and necessary reports should be submitted as decided by the Bank.</p> <p>8. The system to be made available 16x7x365(366). Penalty to be imposed as per the availability slab mentioned in Annexure J (penalties).</p> <p>9. Step-by-step process and workflow with screenshots and any such requirements of the bank.</p> <p>10. Bidder will be responsible to respond to emergency events on urgent basis as per the SLA.</p>
2	Description of Deliverables	<p>1. Queue Management Solution software with the proposed hardware at the head office and the branches.</p> <p>2. Installation, commissioning and maintenance of software and hardware solution at the targeted locations.</p> <p>3. Provide one day functional and technical training to the Core teams (including but not limited to Operations and IT teams) as identified by Bank from time to time.</p>
3	Third-Party Components	Bidder should provide and describe all third-party items, components, materials and licences etc. as part of deliverables as per project plan without any additional cost to the bank during the entire contract period of 3 years.
4	Term of the Project - Project Schedule; Milestones and delivery locations	Bidder should submit final project implementation plan within 1 month of PO
5	Warranty Term	Warranty covered under OPEX model for the contract period of 3 years and are to be extended for another three years on mutually agreed terms and conditions as per need of the BANK.
6	Annual Maintenance (AMC) Term	The selected bidder shall support the Software Solution during the period of warranty from the date of acceptance of the Software Solution by the bank. The support needed for this period is 16x7x365
7	Integration / Requirements	Application integration requirements would be undertaken by the vendor without additional cost to the Bank.
8	Help Desk Requirements	a) 16 x 7x 365 days per year, online / offline support facility as required by the bank.

		<p>b) 3 Resources for onsite infra support / back end support. The resources mentioned is tentative and may increase / decrease. These resources will provide end to end daily support for all branches / operating units in co-ordination with all stake holders such as operation team, IT team etc. Onsite resources can also be required to be deployed at any location in India as suggested by the Bank</p> <p>c) E-mail and SMS should be sent for non-functioning of system or as decided by the Bank. A troubleshooting ticket mechanism should be introduced with all details / updates till closures of the incident.</p> <p>d) Bidder staff should be well trained to effectively handle queries raised by the Bank</p>
9	Future Change Request (CR)	Post implementation any further development in the solution will be compensated at the rate of Rs. 3000 per man day.
10	MIS Report Generation requirement	<p>Dashboard for real time monitoring of customer's footfall, wait time, service time, down-time log, users performance logs etc.</p> <p>a. Branch-wise, Region-wise, Circle-wise MIS report.</p> <p>b. Employee-wise ticket generated, served report, token paused, Peak Hour Report, Real Time Analysis, Peak Time Analysis, etc.</p> <p>c. Report on active / non-active counters, lapsed / pending tokens etc.</p> <p>d. Branch-wise / Region-wise/ Network-wise etc. employee efficiency report.</p> <p>e. Graphical representation view of data / reports with detailed parameterized drill down option.</p> <p>f. Reports on trends of footfalls.</p> <p>g. Forecasting of footfalls based on historical data on queue for predicting branch performance (Usage of AI/ML for prediction is desirable).</p> <p>h. Comparative analysis report branch-wise / Region-wise / Statewise etc.</p> <p>i. Ranking / Scoring branch-wise report.</p> <p>j. All other reports / customization as and when required by the bank. All MIS reports should be customizable and available in formatted PDF, txt, HTML, CSV, excel, XML etc. and should be downloadable. Should support standard formats available in the industry.</p> <p>Dashboard for Bank employees to have 360 degree view of customer portfolio pending compliances at customer end.</p>
11	In case of Transaction System	Not applicable
12	Performance Requirements	16x7x365 uptime of the solution is required
13	Scalability Requirements	1. The QMS solution will be implemented in 100 branches and further it can be extended to other 25% branches or more on the same T&C

		<p>within the validity period.</p> <p>2. Users / Employees from all targeted branches, its controllers and other operating units to use the solution</p>
14	Regulatory / Compliance Requirements	As and where applicable
15	Security Requirements	<p>1. Confidentiality, Integrity and Non-repudiation of data to be ensured using industry best cryptographic controls with key algorithm / mechanism.</p> <p>2. The solution should have option to configure supported platforms (i.e. OSs) as per Bank's defined policy and requirement.</p> <p>3. The solution should support secure API integration guidelines, wherever applicable.</p> <p>4. The Application security should be in line with or similar to as specified in ISO / IEC 27034.</p> <p>5. Solution should be flexible to customization as per Bank's IS Policy and regulatory / compliance.</p> <p>6. Remote monitoring, resolution and helpdesk support where solution access is required to be from Bank's own premise location only.</p> <p>7. Proposed solution integration with Bank's existing platform such as INDIAN BANK MOBILE APP, INB / WEBSITE etc. should be in line with respective platforms IS security controls.</p> <p>8. Any hardware based client facing endpoint as part of solution should follow Bank's defined policy for connecting endpoints to Bank's network.</p> <p>9. Inputs from customers during the token generation from available options by avoiding minimizing or text input.</p> <p>10. Digital / Printed tokens should include customer specific identifier, validity details etc. to ensure authenticity and integrity of the token presented to the branches.</p> <p>11. Data security / confidentiality should be ensured in Data at Rest, in Motion and in Use.</p> <p>12. Solution should support payload encryption for customer sensitive data.</p> <p>13. Parameter validation should be in place at solution GUI (Graphic user interface) to check and validate the request received to restrict intended input.</p> <p>14. Solution should support restricted communication for application components at firewall based on application tier and other entries (such as SMS, email, INDIAN BANK MOBILE APP etc.) with specific secure ports allowed at firewall level. The default logical ports need to be modified based on the criticality.</p> <p>15. Application deployment should follow 3 tier architecture and</p>



		<p>logical segregation / restriction (i.e. Micro-segmentation) should be ensured within standard 3 tier architecture as applicable.</p> <p>16. Software / Agents proposed to be used in the solution should not be in blacklisted category at Bank level and should not affect application availability at any stage of solution deployment or being used for monitoring.</p> <p>17. Session should be managed properly to facilitate secure interactions and prevent session replay attacks in case of integration with Bank's existing platforms.</p> <p>18. Solution should maintain and secure complete log / audit trail for user activities to create audit trail for DFRA (Digital Forensic Readiness Assessment).</p> <p>19. All IT assets of the proposed solution should have provision to integrate with Bank's own security solution such as PIMS (Privileged Identity Management), SOC (Security Operations Center), DAM (Database Activity Management), ITAM (IT Asset Management) and have latest SCDs (Secured Configuration Documents) to be configured</p>
16	Limited Trial / Pilot Requirements	The bidder should conduct successful pilot of the end-to-end solution for 10 days after UAT signoff and before Go-Live.
17	Review and Testing; Acceptance	<p>a. After integration and implementation of the proposed solution, the bidder shall be required to perform User Acceptance Test and demonstrate all the functionalities, required as per this RFP and contract document of the proposed solution.</p> <p>b. On evaluation of the User Acceptance Test results and if required in view of the performance of the proposed solution, as observed during the User Acceptance Test, the Vendor shall provide necessary solution at his own cost thereof, to ensure the performance of the proposed solution is meeting the requirement, as envisaged in this document</p>
18	Backup system / POC / test & training system / DR system	The system should have capability of backup and archival as per Bank's requirement. b. The solution should be implemented with UAT, Production, DR instances and any other instance which may be required in future.
19	Training	<p>1. One day training to the all the functionaries at Zones/ Branches required before implementation of the solution</p> <p>2. Knowledge transfer ("KT") sessions to the staff of the bank. These trainings/KTs would involve (but not limited to), Product usage, Installation and Configuration. The type of trainings, KTs, schedule, coverage, etc. would be finalized between Bank and the bidder during the contract phase of the project</p>
20	Payment schedule	Payment milestones as mentioned at the end of <b>Annexure F</b> below.

### **PAYMENT MILESTONES**

The project is including support resources services of QMS also part of TCO whose payment will be done on monthly basis post Go live of QMS.

**QMS License, Implementation, Integration, and Support Resources Cost payment of invoices will be as per following:**

<b>Sl No</b>	<b>Items</b>	<b>Payment</b>
1	Post Delivery of Software License and installation of software entire QMS, and confirming licenses client as per RFP in UAT and deputed required resource Milestone 1	10% of Solution Cost
2	Successful Implementation of QMS in UAT/pre-prod Clearance Milestone 2	20% of Solution Cost
3	Successful Implementation of QMS in production and DR active -active setup with all interfaces and all business requirement of complete RFP scope of deliverable is covered as per Bank IT and Business requirement. Milestone 3	30% of Solution Cost
4	After Go Live i.e. QMS Deployment in Production with all technical and functional Critical & mandatory requirements, all modules and internal and external interfaces working which includes INDIAN BANK Information security clearance) Milestone 2 Milestone 4	30% of Solution Cost
5	Post successful Customization and Implementation of INDIAN BANK specific requirement as per RFP Scope Support. Payment will be done after 1 Year post go live. Milestone 5	10% of Solution Cost

#### **Support and other Resources cost:**

Per month cost paid for all Project resources deployed in project as per TCO price breakup will be paid after Go live of QMS Project and as per actual requirement of resources.

**Note:** For daily project operation Support resources and other human resources post end to end implementation of project with all RFP scope requirement is met, support resources invoices can be taken monthly basis payment as per engagement finalized between Bank and selected L1 bidder as per total price breakup amount of resources mentioned in TCO for 36 months' post Go live and as per Number of resources required mentioned in BOM for Human Resources Engagement below. As per RFP Annexure-G

### **QMS Project Management**

**The Bidder should clearly define project life cycle and milestones and bidder need to include as below but not limited to:**

1. Bank's QMS solution Study and Preparation of FSD (Functional specification document) and Project Proposal in Bank format
2. Functional and Technical Requirements Specifications
3. Requirement Analysis & Requirement Traceability Matrix

4. Functional Design Specifications
5. Design Technical Architecture/ Specifications
6. Project Plan along with list of deliverables
7. Master Test Plan including SIT (System integration testing) & UAT (User acceptance testing) (Functional & Regression)
8. Risk Management & Dependencies
9. Necessary Documentation on all the stages in Bank Project management practice Formats

**TERM OF THE QMS PROJECT - MILESTONES WITH SCHEDULE (UAT, PRE-PRODUCTION AND PRODUCTION IN PARALLEL QMS SHOULD BE MADE READY, NO SEPARATE TIMELINES):**

Sl.No	Project Major Tentative Milestones for Queue Management Solution Go -live	Production Go live Timelines
1	Purchase Order(PO) issuance date	
2	Business Requirement discussion on QMS and services as per RFP for Queue Management Solution.	
3	Study of current legacy system	Max 12 Weeks from Date of PO
4	Gap analysis report to be prepared by vendor	
5	Project Kick Off meeting	
6	BRD (Business requirements documents) Finalization and Receipt of URF ( User request form) from BU (Business units)	
7	Gap Analysis of Business Requirement and preparation of UAT and pre-prod t setup as per requirement	
8	QMS proposed solution document preparation as per Bank format	
9	Inputs from UI/UX team on QMS	
10	In-principle E&TA approval on proposed QMS with Bank team help	
11	In-principal ISD approval on proposed QMS with Bank team help	
12	Development Infrastructure setup in UAT and pre-prod Cloud setup. SIT setup need to bidder location preferably as product code development happen bidder location.	
13	Middleware and Databases related configuration and setup	
14	Delivery on Bank's UAT environment QMS	
15	Development for integration with all Interfaces in UAT	
16	Development of Customization interfaces encryption of APIs. Changes in integrations related development and encryptions as per the extant Information Security guidelines of the Bank.	
17	SIT testing by IT Team, Business Team, UI/UX Team	
18	Preparation of Test cases	
19	Preparation of Technical Document & User Manuals	
20	Implementation of necessary firewall rules for SIT/UAT/Pre-Prod	

21	SIT of product and interfaces development as per RFP	
22	All other interfaces integration as per RFP scope	
23	UAT of product and interfaces	
24	Fixing of defects detected in UAT by UAT Dept./Stakeholders	
25	ISD Review, Source code review and preparation of process documents	
26	Fixing of vulnerability issues & SCD etc.	
27	Receipt of Sign off testing from BU in UAT	
28	Receipt of Bank UAT Deptt Exit Report	
29	Deployment on pre-production setup	
30	Fixing of bugs detected in preproduction	
31	Performance testing as per proposed sizing on preferred labs or bidder setup etc as bank prefer pre-production setup should be smaller size then production and test result as per benchmarking of product	
32	ISD confirmatory review	
33	ISD exit report receipt	
34	ISD Testing / Code review report observation to be closed	
35	Change control committee review meeting for production changes	
36	Production- Application Installation and Database deployment	
37	Production go-live including all module of operation. and support to Central Operation Team	
38	Post production Review	1 week
39	WAF Integration on internet facing Client portal at PR if applicable	
40	Installation and commissioning of Infrastructure and solution setup in DR	
41	Application related configuration for DR setup with High availability at application and DB	
42	DR- Active Active setup, Go live of QMS and SLA execution	

### **TRAINING**

- 1) The Bidder should provide online tutorials, video and e-learning lessons. If required in person training should be arranged.
- 2) The Bidder should arrange for periodical training sessions for management and maintenance of the QMS and service desk team issue resolution and in case of replacement of project resource

### **SERVICE DESK/HELP DESK/OPERATION SUPPORT TENTATIVE SHIFT PLAN:**

Technical Support Team at IT department situated at Chennai whereby technical helpdesk is maintained in rotational shifts have to be deployed in the following manner subject to change at the discretion of Bank:

Period	Timings
General Shift	10:00 AM to 07:00 PM

**Note:** It will be the responsibility of the successful bidder to make alternate arrangement for the resource in case the shift duty official is not available due to any exigency.

**Skill set requirement for resources:**

S. No.	Skillset	Qualification / Nos	Exp. yrs.)
1.	Project Management , Data Base Admin, OS Admin, L2 Customer Service Desk Support/Help desk	BE/B.Tech/MCA/MBA  (Nos to be provided by Vendor to Maintain the TAT against each deliverable)	2-5

**General Roles and Responsibility of bidder resources:**

**A. Developer Roles at onsite deputed at INDIAN BANK:** Developer should have knowledge and certification on language in which QMS software is developed. After Go-live of QMS in production as per RFP scope changes requests raised by QMS Business/IT, should be done by on site Developer quickly with approval of QMS product team and as per their product change control committee approval. On site developer will test customizations and new changes across INDIAN BANK QMS setup landscape developed by him and it should be ensured that such changes do not have any impact on other functionalities of QMS. QMS L3 team project manager from vendor office to review and confirm all changes and development work done by onsite Developer. It will be the sole responsibility of the vendor; in case any adverse impact or issue occur in the system after implementation of such change request or its malfunctioning. New business reports etc. need to be developed by on site developer. After Go live of QMS (as per RFP Scope) pending requirement if any will be handled by vendor product staff. On site developer will take care of Bank's new/additional requirement.

**B. Project Manager and Business Analyst (Techno Functional lead) Role for Bank requirement:** Over all in charge of project from vendor side for smoothly provide deliverable of project on time and coordinate with product team and Bank.

**C. Service Desk/Help Desk broad Role Requirements:**

- a) Onsite support facility using Bank's SCORE/ITSM ticketing tool.
- b) The team is required \onsite at Chennai in general working hours on all Bank's working days. However, some of the team members may require to work in shifts also as per Bank's need.
- c) The team may be required to attend certain shifts on holidays/ off days/ late evening hours, as and when required.

- d) Escalation process should be defined and in place for unresolved issues with Bidder product team for higher end support and resolution as per type of issue and as per issue resolution matrix time slot mentioned in RFP.
- e) Bidder support staff should be well trained to effectively handle queries raised by the Bank customers/ employees, etc.
- f) The SLA/ Penalty for monitoring onsite support team is mentioned in RFP.

**D. Tasks list of onsite resources for Product Support:**

- a Download and maintain a Central Repository of all the QMS toolset installable, its latest patches, upgrades, fixes and dependencies etc. resolving the security finding and recommendations as decided by the Bank.
- b Create, implement, setup, maintain and upgrade/ update the QMS platform as well as the associated toolsets identified by the Bank at PR, DR as well as UAT and pre-prod locations as decided by the Bank. Wherever applicable, recommend and refine the infrastructure sizing.
- c Provide technical support from experts backed by product team to provide defect level support services to resolve service desk issues, address product compatibility and interoperability concerns.
- d The platform should be able to define various types of roles to be assigned to end users to enable role based access.
- e Create and regularly update relevant documentation, such as detailed procedural document about the processes, structure, access mechanism and deployment of QMS change request etc. as per bank CCC.
- f Set-up approval-based code deployment as per the process/ workflow defined by the Bank.
- g Work with Project Management team, User Acceptance team and Information Security team to implement new changes.
- h Assists in the feasibility study & impact analysis to setup for new requirement.
- i Preventive maintenance: the BIDDER shall arrange to conduct Preventive Maintenance
- j Any other task(s) associated/ related with the QMS and not listed above.

**E. Tentative Tasks list of onsite resources for Operational Support:**

- a) Install, configure and maintain all tools including QMS solution in Physical or Virtual environment, as decided by the Bank.
- b) Apply patches, new releases, upgraded, fixes to end to end Queue Management solution and its interfaces as well as tools in consultation with the Bank. Provide support to older versions in case the Bank chooses not to upgrade to latest version.
- c) Provide support on various issues like performance bottlenecks, health check-up, resolution of any complex operational or performance or security issue, integration with existing application.
- d) Administration, management and monitoring of the Queue Management solution.
- e) Responsible to resolve security concerns, vulnerabilities, VAPT, maintenance of security policy in systems (SCD configuration), QMS setup hardening from time to time, in consultation with the Bank.

- f) Support and work with the respective teams/ application owners to onboard their applications, onto the QMS platform, for legacy as well as new-age applications or services by using Bank's ITSM ticketing tool.
- g) Guide the application teams to deploy their application & related infrastructure configuration to development, SIT, UAT, staging, pre-production & production environments/DR, as applicable by using Bank's ticketing tool.
- h) Guide and assist in on-demand request from projects for any expert troubleshooting of QMS Project functionality.
- i) Should be able to provide hands-on sessions to each application department – immediately after the on-boarding on the platform for interface and Reconciliation etc.
- j) Any other task(s) associated/ related with the platform/ QMS/ services and not listed above.
- k) INDIAN BANK IT/Business team will supervise and coordinate for necessary approval and meeting etc. rest end to end delivery of QMS solution as well as support for 3 years' contract has to be taken care by bidder respective Team as per RFP scope.
- l) Any other skill sets required in QMS software component local support team should be trained to handle technical issue.

**Note:**

1. The onsite team, in each shift, should be able to maintain and support the entire centralized platform as well as all the tools/interfaces associated. This shall be applicable after the completion of go live as per RFP.
2. Bank reserves the right to interview all of the professionals to be deployed in the project and reject if not found suitable for the project. At a later stage also if any of the professional found unsuitable or incapable or violates any of the bank guidelines Bank may ask to remove/ replace all such professionals on a short notice.
3. All other roles will be as per project requirement to meet day to day new requirement and to meet deliverables.
4. Bidder has to perform reinstallation of QMS and other software due to any hardware/OS crash etc. Installation need to be done across landscape UAT, pre-prod and Production as well DR active-active as per high availability at QMS. Coordinate for reconfiguration of setup due to Data Centre shifting etc during contract period.
5. Bank will follow the best practices of creation of separate network zones (VLAN Segments) for Web, App, DB and different zones for critical applications, UAT etc.
6. Quick Incident management/response process should be in place by Vendor team.
7. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.
8. Background verification of vendor staff will be done by vendor and confirmation report need to be submitted to Bank.

Bidder's QMS should strictly be in line with the technical and functional parameters also as set out in RFP Scope and Annexure -C, F

**Performance Testing for QMS:**

Performance Testing for INDIAN BANK QMS application to be delivered as per INDIAN BANK sizing requirement and to be done by prospective bidder and they need to show to Bank performance parameters proposed projections shared by Bank in this RFP.

Share details of performance testing for proposed QMS is whether done by your in-house team than share tools used details etc. with complete approach/scenarios taken and benchmark parameters etc. Attach detailed Performance Testing report with complete tentative server configuration details in virtual setup in response of this RFP.

If performance testing for proposed solution is done by 3<sup>rd</sup> party then share 3<sup>rd</sup> party report, to Bank without any change in report at your end.

The Bidder should provide the details of similar Performance Testing services including details of Scope of Project, Number of locations/ customers, etc. as defined in Customer References. It is expected that the bidder provides the details for each of the assignments / projects / implementations separately covering the complete scope of work for similar QMS and contact Centre implementation.

**Officials from INDIAN BANK may also carry out Reference Site Visits and/or Telephonic Interviews with the existing customers of the vendor.** The inputs that have been received from the Customer will be considered by INDIAN BANK and this may not need any documentary evidence. This rating will be purely on the inputs provided by the customers of the bidders.

**RFP Proposal should include following items in their response for entire proposed QMS**

**setup:**

- The Following Specifications for each of **PRODUCTION, PRE-PROD, UAT and DR environments (including licenses for entire landscape);**
  - ✦ Architecture Diagram
  - ✦ Network Diagram
  - ✦ Process/Data Flow Diagram
  - ✦ Proposed software specification along with OEM and features of each software product
  - ✦ Proposed hardware specification in Cloud setup
  - ✦ Proposed internal and external network specification
  - ✦ Network connectivity & Bandwidths
  - ✦ Any other relevant artefacts
- **Detailed Integration Plan including timelines from existing to new setup**
- Cost model (How the licensing will be done)
- Team structure to handle end to end both QMS on premise at INDIAN BANK Chennai preferably (without actual profiles)
- Performance benchmark for QMS
- **Tentative Project Timeline as per project plan milestone mentioned**

**Note** – We have given indicative functionality and for details etc. in this RFP. However new system proposed by bidders should be flexible enough to support additional functionalities etc. as required by the Bank.



## **“PRIVATE CLOUD DEPLOYMENT”**

The proposed application shall be deployed on private cloud of INDIAN BANK - Ambar. The vendor shall be responsible to give sizing for hardware procurement in Bill of Material (BoM).

Following is the list of services available in Ambar:

1. Single Tier IaaS (without DB)
2. Single Tier IaaS (with DB)
3. Multi-Tier IaaS (without DB)
4. Single Tier IaaS with Zero-Trust Network
5. Multi-Tier IaaS with Zero-Trust Network
6. Backup as a Service
7. S3 as a Service
8. PaaS (Database-as-a-Service): Oracle (Stand-Alone)
9. NFS as a Service
10. PaaS (Database-as-a-Service): Oracle (Stand-Alone)
11. PaaS (Application Server-as-a-Service): WebLogic
12. PaaS (Database-as-a-Service): Oracle (Stand-Alone)
13. Logging-as-a-Service (VRLI)
14. Openshift devops Automation for Containers & Micro services

**Following are the list of Platforms available in Ambar:**

1. Openshift and tanzu Platform
2. Container Registry
3. Audited Kubernetes Application Runtime
4. In-Memory Caching (Redis)

**Other Features available in Ambar:**

1. Distributed Firewall (along with micro segmentation)
2. Virtualization of Network and Security
3. Vrops for monitoring
4. Workflows
5. Load Balancer (NSX-ALB)
6. Setup of all use cases to vRA 8.x

## **ROLL OUT PLAN**

Vendor should supply, configure, customize, implement, integrate and maintain QMS application as per implementation plan in Bid process and as agreed by the Bank. Bank expects the implementation to be completed in all the target branches within 4 months from release of PO. The solution may be implemented in phases, following are indicative timelines:

<b>Sr no</b>	<b>Phases</b>	<b>Timelines</b>
1	With all functionalities/ modules of the application readily available after customization to suit the requirement of the bank	Within 8 Weeks from date of purchase order issued.
2	Go-live at all identified branches / locations with all the features and functionalities as per RFP	Within 12 Weeks from date of purchase order

**COMMERCIAL BID**

The Commercial Bid needs to contain the information listed hereunder and needs to be submitted on portal of Government e- Market Place (GeM) portal.

**Name of the Bidder:**

<b><u>S.no</u></b>	<b><u>Item</u></b>	<b><u>qty</u></b>	<b><u>Cost per Unit per month (Inclusive of taxes)</u></b>	<b><u>Cost for 36 months (Inclusive of taxes)</u></b>
<b><u>1</u></b>	One time cost for setting up the caballing inside the branch for installation of QMS KIOSK comprising of Token Dispenser, Display unit 1 no and Counter Setup.	100		
2	Per Month cost for running and maintaining the QMS solution including of hardware and software as per the RFP	100		
3	Cost of Roll as per actual usage	Per unit		
4	Per month charges of Server and other network management as required in the tender at HO of the bank for DB and DR purposes each	At Head office		
5	Proposed per month charges of the resources at the head office of Indian Bank as per the commitment by the bidder to maintain the TAT for the services specified in the tender	At Head office		
<b>*Total Cost of Ownership (inclusive of taxes)</b>				

\*This will be the Total Cost of Ownership (TCO)/Total Project Cost should be quoted in the Commercial Bid inclusive of all taxes.

**Name & Signature of authorized signatory & Seal of Company**

**General Terms & Conditions:**

- a) The vendor needs to clearly indicate if there are any recurring costs included in the above bid and quantify the same. In the absence of this, the vendor would need to provide the same without any charge. Vendor should make no changes to the quantity.
- b) The Service Charges need to include all services and other requirement as mentioned in the RFP.
- c) All Quoted Commercial Values should comprise of values only upto 2 decimal places. Bank for evaluation purpose will consider values only upto 2 decimal places for all calculations & ignore all figures beyond 2 decimal places
- d) All qty mentioned are for whole contract period of 3 year. The qty mentioned against all items are approximate & tentative in nature which will be considered for arriving at TCO for all evaluation purposes. However, Bank may or may not order any no. of these quantities during the tenure of the 3 Year Contract Period at its own discretion.
- e) For each of the above items provided, vendor is required to provide the cost for every line item where the vendor has considered the cost.
- f) All the commercial value should be quoted in Indian Rupees & shall be all inclusive of taxes. Bank may ask to provide the details of GST while seeking price-breakup. The Vendor is expected to provide the GST amount and GST percentage. There will be no price escalation for during the contract period and any extension thereof. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- g) If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- h) All deliverables to be supplied as per tender requirements provided in the tender.
- i) The vendor has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- j) Bank will deduct applicable TDS, if any, as per the law of the land. Further, we confirm that we will abide by all the terms and conditions mentioned above & in the tender document.

**CERTIFICATE OF LOCAL CONTENT (Make in India)**

<Certificate from the statutory auditor or cost auditor of the company (in 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, on their letter head with Registration Number with seal.>

Date:

To,

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Dear Sir,

**Ref.: RFP No. : \_\_\_\_\_ Dated: \_\_\_\_\_**

Make in India Certificate In line with Government Public Procurement (Preference to Make in India), Order 2017, P- 45021/2/2017-PP (BE-II) dated 16.09.2020 and subsequent clarification No P-45021/102/2019- BE-II-Part(1) (E-50310) dated 04.03.2021,

we hereby certify that we M/s \_\_\_\_\_, are local supplier meeting the requirement of minimum local content \_\_\_\_\_ (in %) as defined in above order for the material against Enquiry No. \_\_\_\_\_. Details of location at which local value addition will be made is as follows: \_\_\_\_\_ (Place).

We also understand, 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.

The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition

**Signature of Statutory Auditor/Cost Auditor** Registration  
Number:  
Seal

**Counter-signed:****Bidder****OEM**

**BANK GUARANTEE FORMAT**  
***(TO BE STAMPED AS AN AGREEMENT)***

**THIS BANK GUARANTEE AGREEMENT** executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF INDIAN BANK**, having its Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai -600 014 and the Information Technology Department at Head Office, Rajaji Salai Chennai -600 001 and one of its offices at \_\_\_\_\_ (**procuring office address**), hereinafter referred to as "**INDIAN BANK** " which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Software Solution/ Service) (hereinafter referred to as "**Services**") to INDIAN BANK in accordance with the Request for Proposal (RFP) No. INDIAN BANK :xx:xx dated dd/mm/yyyy.

WHEREAS, INDIAN BANK has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to INDIAN BANK , if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, INDIAN BANK shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of INDIAN BANK having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as

mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from INDIAN BANK , without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and INDIAN BANK , pay INDIAN BANK forthwith the sums so demanded by INDIAN BANK not exceeding Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_only).

2. Any notice / communication / demand from INDIAN BANK to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the INDIAN BANK, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the INDIAN BANK and the Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the INDIAN BANK.

**WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- i. Any neglect or forbearance on the part of INDIAN BANK to Service Provider or any indulgence of any kind shown by INDIAN BANK to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by INDIAN BANK at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. This Guarantee shall not be affected by any change in the constitution of INDIAN BANK or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Chennai , India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

- i. Our liability under this Bank Guarantee shall not exceed Rs\_\_\_\_\_/- (Rs. \_\_\_\_\_only)
- ii. This Bank Guarantee shall be valid upto\_\_\_\_\_
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if INDIAN BANK serve upon us a written claim or demand on or before \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.**

**Authorised**

\_\_\_\_\_  
**official**



**PENALTIES**

Bidder has to ensure that the Solution/Support should comply with the RFP terms and penalties will be imposed on breach of RFP terms as mentioned below:

	<b>Level of Uptime</b>	<b>Penalty Charges (Billed amount)</b>
End - to - End System Availability	99.98% and above	No Penalty
	99.00% and above but below 99.98%	1 % of total cost of Yearly pay-out
	98% and above but below 99%	3 % of total cost of Yearly pay-out
	97% and above but below 98%	5 % of total cost of Yearly pay-out
	96% and above but below 97%	7 % of total cost of Yearly pay-out
	95% and above but below 96%	9 % of total cost of Yearly pay-out
	Below 95%	10% of total cost of Yearly pay-out

Operations are tentatively to run for all days in a month, 16 hours per day. The defined hours may be modified at the sole discretion of the Bank.

End-to-End system availability is calculated as the total time system is available / total time system was required.

For example, if the system is to be available 25 days a month, 12 hours a day (as defined by bank working requirements) then denominator of above equation becomes  $25 \times 12 = 300$  hrs In case the system is down for 1 hr, then system availability =  $(300 - 1)/300 = 99.67\%$

The vendor must provide accurate and timely reports to verify the downtimes of various systems as mentioned in respective SLAs. The vendor is also expected to report the total system availability as explained above. The details of the same will be verified by the bank.

**Penalty for availability**

will be calculated as below:

If the billing for a given month is Rs. 50,00,000, and the penalty is on the 99.89 to 99.75 slab then 1% of that month i.e. Rs. 50,000 will be deducted from that months payment Exclusions:

- Planned downtime,
- Problems with hardware due to OEM defect,
- Networking issues if not attributable to the bidder's fault,
- Internal and External Integrations with their solution for which the bidder has no control over.
- However, if there is any reason which will be attributable to the bidder, penalty will be applicable in the above-mentioned issues.

**Penalty for delays**

**Product Development:** If the Service Provider fails to deliver product within the stipulated time,

schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the weekly milestone payments, liquidated damages a sum equivalent to 2% for delay of each week.

**Solution Implementation:** If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

**SERVICE LEVEL AGREEMENT**

BETWEEN INDIAN BANK  
AND \_\_\_\_\_

**Commencement Date:**

**Date of Expiry:**

This agreement ("Agreement") is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 202 \_\_\_\_\_. BETWEEN **INDIAN BANK, constituted** under the INDIAN BANK having its Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai -600 014 and the Information Technology Department at Head Office, Rajaji Salai Chennai -600 001, <sup>1</sup> hereinafter referred to as "the 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 First Part:

AND

\_\_\_\_\_ <sup>2</sup> a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 , having its registered office at ..... hereinafter referred to as "**Service Provider/ Vendor**", which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- A. "The Bank" is carrying on business in banking in India and desirous to avail services for \_\_\_\_\_ <sup>3</sup>, and  
\_\_\_\_\_ <sup>4</sup>, and
- B. Service Provider in the business of providing \_\_\_\_\_ <sup>5</sup>, and has agreed to supply \_\_\_\_\_ (Software) and/or providing the Services as mentioned in Request for Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

<sup>1</sup> Name & Complete Address of the Dept,

<sup>2</sup> Name & Complete Address (REGISTERED OFFICE) of Service Provider,

<sup>3</sup> Purpose of the Agreement

<sup>4</sup> Any other connected purpose or details of RFP floated by the Bank

<sup>5</sup> Brief mentioning of service providers experience in providing the services required by the Bank.

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 “Code” shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.
- 1.1.2 “Confidential Information” shall have the meaning set forth in Clause 15.
- 1.1.3 “Data Dictionary or Metadata Repository” shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata.
- 1.1.4 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of Services.
- 1.1.5 “Documentation” will describe in detail and in a completely self-contained manner how the user may access and use the Queue Management Solution (QMS) (name of the Software/ maintenance services),<sup>6</sup> such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test

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<sup>6</sup> Name of Software

procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- 1.1.6 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.7 “Open Source or Copy left license” shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.
- 1.1.8 “Project Cost” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. \_\_\_\_\_ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.9 “Project Documents” shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.
- 1.1.10 “Request for Proposal (RFP)” shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.11 “Revision control procedure” shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.
- 1.1.12 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.13 ‘Services’ shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. ‘Services’ shall also include the implementation services, training services and maintenance Services and other obligation of Service Provider to be provided under this Agreement.
- 1.1.14 “Software” shall mean (a) the software product(s) described in this Agreement; (b) all maintenance, modifications and enhancements that are provided to the Bank; (c) the

Code contained in or otherwise related to each of the foregoing; and (d) the Documentation.

- 1.1.15 "Test Bug Reports" shall mean a report providing the details as to the efficiency of software in relation with reporting and resolution of any bug.

## **1.2 Interpretations:**

- 1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Reference to any gender includes each other gender.
- 1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

## **1.3 Commencement, Term & Change in Terms**

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (Effective Date).

- 1.3.2 This Agreement shall be in force for a period of \_\_\_\_ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_ years on the mutually agreed terms & conditions.
- 1.3.4 Either Party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

## **2. SCOPE OF WORK**

- 2.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in **Annexure-F**.
- 2.2 The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:
- 2.1.1 Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- 2.1.2 Service Provider shall ensure that only its authorized employees/representatives access the Device.
- 2.1.3 Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- 2.1.4 Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- 2.1.5 Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

- 2.1.6 Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

### **3. FEES /COMPENSATION**

#### **3.1 Professional fees**

- 3.1.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

- 3.2 All duties and taxes (excluding<sup>7</sup> \_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ < tax payable by the Bank> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

- 3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

#### **3.4 Payments**

- 3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.

- 3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of

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<sup>7</sup> Please determine the applicability of the taxes.



damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

### **3.5 Bank Guarantee and Penalties**

- 3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of \_\_\_\_year(s) \_\_\_\_month(s) from a Scheduled Commercial Bank other than INDIAN BANK in a format provided/ approved by the Bank.
- 3.5.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.5.3 If at any time during performance of the Contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider 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 Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>8</sup> specified in this Agreement.
- 3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in Annexure 'J' in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 Subject to Clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- 3.5.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the

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<sup>8</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

maximum of penalties specified the Bank reserves the right to terminate the Agreement.

#### **4. LIABILITIES/OBLIGATION**

##### **4.1 The Bank's Duties /Responsibility (if any)**

- (i) Processing and authorising invoices
- (ii) Approval of Information
- (iii) \_\_\_\_\_

##### **4.2 Service Provider Duties**

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Software solution provided and/or maintained by Service Provider shall be free from OWASP Top 10 vulnerabilities (latest) during the term of Agreement.
  - (c) Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
  - (d) Service Provider shall without any additional cost, rectify the vulnerabilities observed by the Bank during security review of Code. The Code shall be comprehensively reviewed periodically by the Bank or its authorized representative.
  - (e) Service Provider shall ensure that Service Provider's personnel and its subcontractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
  - (f) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
  - (g) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.

- (h) Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
  - (i) The Service Provider shall execute Data Processing Agreement on the format attached as Annexure-L to this RFP.
  - (j) Service Provider shall abide by the provisions of the DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.
- (ii) Security Responsibility
- (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
  - (b) \_\_\_\_\_

## **5. REPRESENTATIONS & WARRANTIES**

- 5.1 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of (3) three years from the date of acceptance.
- 5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies.<sup>9</sup>
- 5.3 Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered).
- 5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the Bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.
- 5.5 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and subcontractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled

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<sup>9</sup> Please note the following clause can be kept only when there is a Separate Technical support agreement.

and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

- 5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- 5.7 Service Provider warrants that it has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') owned by it (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Bank, for use related to the Services to be provided under this Agreement.
- 5.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.9 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.10 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.11 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Software does not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 5.12 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 5.13 During the Warranty Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance not due to causes

external to the software, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality.

Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame.

5.14 \_\_\_\_\_*any other additional warranty can be incorporated>*

## **6. GENERAL INDEMNITY**

- 6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Service Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service provider agrees to make good the loss suffered by the Bank.
- 6.2 Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to Service provider without undue delay. Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

## **7. CONTINGENCY PLANS**

Service provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the bank in case on any contingency.

## **8. LIQUIDATED DAMAGES**

If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to \_\_\_\_% of total Project cost for delay of each week or

part thereof maximum up to \_\_\_% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

## **9. RELATIONSHIP BETWEEN THE PARTIES**

- 9.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 9.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 9.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 9.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 9.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 9.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## **10. SUB CONTRACTING**

As per the scope of this Agreement sub-contracting is not permitted.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1 For any technology / Software / solution developed/used/supplied by Service provider for performing Services or licensing and implementing Software and solution for the Bank as part of this Agreement, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 11.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or

other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.

- 11.3 Subject to below mentioned sub-clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this Agreement.
- 11.4 The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection..
- 11.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank; or (iii) failure

to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

- 11.6 Service provider hereby grants the Bank a *fully paid-up, irrevocable, unlimited, perpetual, non-exclusive/exclusive license* throughout the territory of India to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.
- 11.7 Software licensed/developed as part of this Agreement can be put to use in all offices of the Bank.

## **12. INSTALLATION**

Service provider will install the software/support the Bank in installation of the software developed into the Bank's production, disaster recovery, testing and training environment, if required.

## **13. INSPECTION AND AUDIT**

- 13.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- 13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service



Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

- 13.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).
- 13.4 Service Provider shall grants unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

#### **14. CONFIDENTIALITY**

- 14.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- 14.2 All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.

- 14.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement.
- 14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.
- 14.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 14.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.
- 14.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.
  - (ii) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.
  - (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.

(iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

(v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

14.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

14.9 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

14.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

14.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained Service provider without the Bank's written consent.

14.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of two (2) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **15. TERMINATION**

15.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (f) If Service Provider fails to perform any other obligation(s) under the Agreement;

- (g) Violations of any terms and conditions stipulated in the RFP;
- (h) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) to (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

15.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

15.3 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and subject to clause 21 Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

15.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
- (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

- 15.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 15.6 In the event of termination of the Agreement for material breach, Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 15.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

## **16. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

- 16.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.
- 16.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either Party [the Bank or Service Provider] shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the Parties.
- 16.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each Party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- 16.4 Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.
- 16.5 Arbitration proceeding 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 in English.

16.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Chennai** only.

16.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

## **17. POWERS TO VARY OR OMIT WORK**

17.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

17.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

## **18. WAIVER OF RIGHTS**

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a

waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

## **19. LIMITATION OF LIABILITY**

19.1 The maximum aggregate liability of Service Provider, subject to below mentioned subclause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

19.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

19.3 The limitations set forth in abovementioned sub-Clause 21.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12<sup>10</sup> (infringement of third party Intellectual Property Right);
- (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations ;
- (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of above mentioned sub-clause 21.3(ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

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<sup>10</sup> Please see Clause 12 'IPR Indemnification'

## **20. FORCE MAJEURE**

- 20.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 20.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 20.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 20.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **21. NOTICES**

- 21.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).
- 21.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- 21.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

\_\_\_\_\_

(b) In case of Service Provider



21.4 In case there is any change in the address of one Party, it shall be promptly communicated in writing to the other Party.

## **22. GENERAL TERMS & CONDITIONS**

22.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for Software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.

22.2 PUBLICITY: Service Provider may make a reference of the Services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

22.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and permitted assigns.

22.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other Party, or aid any third person to do so, without the specific written consent of the other Party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

22.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

22.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each Party with express mention thereto of this Agreement.

22.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (i) This Agreement;
- (ii) Annexure of Agreement;
- (iii) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and (iv) RFP

22.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

22.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

22.10 COUNTERPART: This Agreement may be executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

**INDIAN BANK**

\_\_\_\_\_ **Service Provider**

**By:**  
**Name:**  
**Designation:**  
**Date:**

**By:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1.

1.

2.

2.

**DELIVERABLES/SCOPE OF WORK****1. Description of Deliverables:**

*[Identify each individual component of the Deliverables, including equipment and software, by name and version.]*

**2. Specifications, Performance Standards, and Functional Requirements:**

*[Include here all of the specifications, performance standards, and functional requirements for the Deliverables that are important to the Bank. Be certain to include run and operator response times (if applicable) which are part of the Acceptance criteria discussed in this agreement.]*

*2.1 Service Provider undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:*

<i>Severity</i>	<i>Description</i>	<i>Response Time</i>	<i>Resolution time</i>
<i>Critical</i>			
<i>High/Major</i>			
<i>Medium/</i>			
<i>Low/Minor</i>			
<i>Very Low/Cosmetic</i>			

**3. Documentation:**

*[Identify here all user manuals and other documentation concerning the Software.]*

**4. Place of Service<sup>11</sup>**

1.	_____
2.	_____

**5. Standard Services**

Standard services to be delivered under this agreement are illustratively listed below:

-

*The details of services, their responsibilities and availability to be described----*

1.....

2.....

**6. Maintenance/ Upgrades**

- 6.1 Service Provider shall maintain and upgrade the Software during the warranty and support period so that the Software shall, at all times during the warranty and support period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. Service provider shall, at no

<sup>11</sup> Brief description of place of service

cost to the Bank, promptly correct any and all errors, Deficiencies and defects in the Software.

- 6.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A. *<kindly add operational maintenance obligation with deliverables>*

## 7. Correction of Deficiencies in Deliverables

7.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:

- a) Without prejudiced to the Bank's other rights under this Agreement, allow Service provider to continue its efforts to make corrections; or
- b) Accept the deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's charges for developing such deliverable to reflect the uncorrected Deficiencies; or
- c) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

## 8. Service Milestones<sup>13</sup>

Milestones<sup>14</sup> related to in-scope services and/or components includes

*<Strike off whichever is not applicable>:-*

<b>Service Category</b>	<b>Milestone</b>	<b>Duration(in months/weeks/days/hours)</b>
Development <i>&lt;Strike off if not applicable&gt;</i>	<i>&lt;Brief description of milestone&gt;</i>	<i>&lt;mention the duration &gt;</i>
Delivery	<i>&lt;Brief description of milestone&gt;</i>	<i>&lt;mention the duration &gt;</i>
Installation	<i>&lt;Brief description of milestone&gt;</i>	<i>&lt;mention the duration &gt;</i>
Configuration	<i>&lt;Brief description of milestone&gt;</i>	<i>&lt;mention the duration &gt;</i>
User Acceptance Testing	<i>&lt;Brief description of milestone&gt;</i>	<i>&lt;mention the duration &gt;</i>
Documentation	<i>&lt;Brief description of milestone&gt;</i>	<i>&lt;mention the duration &gt;</i>
Training	<i>&lt;Brief description of milestone&gt;</i>	<i>&lt;mention the duration &gt;</i>
Live in Production	<i>&lt;Brief description of milestone&gt;</i>	<i>&lt;mention the duration &gt;</i>

## 9. Risk Management

- a. Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also

document the steps taken to manage the impact of the risks.

b. Service Request<sup>12</sup>

**ANNEXURE-K-1B**

**INFRASTRUCTURE MANAGEMENT METRICS**

(a) Service metric for Recovery Time objective (RTO)

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RTO during disaster for shifting to <Place>DC	<..... (requirement to be filled by the concerned dept.)/ 4 hours><strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>

(b) SLA for Recovery Point Objective

SL no.	Service level category	Service level object	Measurement range/criteria
1.	RPO during disaster for shifting to <Place>	<.....(requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery><strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>

(c) INFRASTRUCTURE SUPPORT METRICS

Activities		Severity	Response Time (mins)	Resolution Time (mins)	Measurement Criteria
Operational Task	Details				
<to be filled in by the concerned dept. depending on the criticality of service>	.....	Level 1	.....	.....	<.....><to be filled in by the concerned dept. depending on the criticality of service>
	.....	Level 2	.....	.....	
	.....	Level ....n	.....	.....	
<to be filled in by the	.....	Level 1	.....	.....	

<sup>12</sup> The purpose of this clause is to document the process and timeframe for responding to the service requests.

<sup>14</sup> Assumptions may include items including how the services will be used in future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the agreement

<i>concerned dept. depending on the criticality of service&gt;</i>	.....	Level 2	.....	.....	<i>criticality of service &gt;</i>
	.....	Level.....n	.....	.....	

## **ANNEXURE-K-1C**

### **APPLICATION DEVELOPMENT & MAINTENANCE METRIC.**

Impact Level	Description/ Measure	Response Time	Resolution Time
Level 1	Low impact	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>
Level 2	Medium impact	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>
.....	.....		
Level.....	Highest impact	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>

Urgency Level	Description/ Measure	Response time	Resolution time
Level 1		<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>
Level 2		<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>
.....			
Level.....	To be performed on top priority	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>	<i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i>

Urgency Level				
	Level 1	Level 2		Level n
Level 1	Priority A	Priority A		Priority C

IMPACT	Level 2	Priority A	Priority B		Priority D
	....		Priority J	Priority K	Priority L
	Level.....	Priority L	Priority M	Priority N	Priority O

### **ANNEXURE-K-1D**

#### **SERVICE DESK SUPPORT METRIC**

<b>SL no.</b>	<b>Service level category</b>	<b>Service level object</b>	<b>Measurement range/criteria</b>
1.	Call type level 1, <strike off which ever in not applicable>	<.....(requirement)/ call escalated by Indian Bank service desk to .....service provider's team><strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>
	Call type level 12, <strike off which ever in not applicable>	<.....(requirement)/ call escalated by Indian Bank service desk to .....service provider's team><strike off which ever in not applicable>	<.....><to be filled in by the concerned dept. depending on the criticality of service>

#### **SERVICE LEVEL REPORTING/ FREQUENCY<sup>13</sup>**

<Describe the service level reporting frequency and methodology>

<b>Report Name</b>	<b>Interval</b>	<b>Recipient</b>	<b>Responsible</b>

#### **SERVICE REVIEW MEETING<sup>14</sup>**

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- ★ President,
- ★ Members.....

<sup>13</sup> The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

<sup>14</sup> The purpose of this section to describe the frequency of meeting and composition of service review board.

ESCALATION MATRICS<sup>15</sup>

Service level Category	Response/Resolution Time	Escalation thresholds			
		Escalation Level 1		Escalation.....	
		Escalation to	Escalation Mode	Escalation to	Escalation Mode
Production Support		<Name, designation contact no.>			
Service Milestones		<Name, designation contact no.>			
Infrastructure Management		<Name, designation contact no.>			
Application Development & Maintenance		<Name, designation contact no.>			
Information Security		<Name, designation contact no.>			
Service Desk Support		<Name, designation contact no.>			

## ANNEXURE-K -1F

<Under mentioned are proposed penalty metrics, they are required to be customized by the concerned dept.>

## PENALTY FOR NON PERFORMANCE OF SLA

Service level category	SLA Measure	Penalty Calculation
Application Uptime/Downtime/ RTO/RPO <strike off whichever is not applicable>	<delay in minutes / hours /days>< to be provided by the dept.>	
Delivery Schedule	<Delay ( in working days)>< to be	

<sup>15</sup> To ensure that the service beneficiary receives senior management attention on unresolved issues, Service Provider operates a problem escalation procedure in order that any unresolved problems are notified to Service Provider management personnel on a priority basis dependent upon the impact and urgency of the problem.



	<i>provided&gt;</i>	
Installation	<i>&lt;delay in minutes / hours /days&gt;&lt; to be provided by the dept.&gt;</i>	
User Acceptance Testing	<i>&lt;delay in minutes / hours /days&gt;&lt; to be provided by the dept.&gt;</i>	
Live in Production	<i>&lt;delay in minutes / hours /days&gt;&lt; to be provided by the dept.&gt;</i>	
Periodical training	<i>&lt;Delay ( in working days)&gt;&lt; to be provided&gt;</i>	<i>&lt;For each resource not trained&gt;</i>
Source Code	<i>&lt;Delay ( in working days)&gt;&lt; to be provided&gt;</i>	
Non-availability of staff		
Reports/		

PENALTY FOR EVERY ITEMS, Penalty at the rates given below:

Category of defect	Service Area	Penalty
Minor		
Medium		
Major		
Critical		

PENALTY FOR NON PERFORMANCE AT HELP DESK

Service Area	SLA measurement	Penalty % on _____ <i>&lt;to be provided by the dept.,&gt;</i>		Calculate penalty on
		0 %	____% (for every 1% shortfall from the stipulated service level	
Help Desk	Time taken for resolution of calls (99.9% of the calls should be resolved within the stipulated response time)	More than or equal to 99.9 % of service level	Less than 99.9 % of service level	<i>&lt;to be provided by the dept.,&gt;</i>

## **ANNEXURE- K-1G**

### **TRANSITION & KNOWLEDGE TRANSFER PLAN**

#### **1. Introduction**

This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

#### **2. Objectives**

##### **2.1 The objectives of this annexure are to:**

- (1) ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;
- (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
- (3) ensure that all relevant Assets are transferred.

### **3. General**

- 3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.
- 3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERS tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:
  - 3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:
    - 3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;
    - 3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and
    - 3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

- 3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.
  - (2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.
- 3.4 If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:
- a) Services for which rates already specified in the Agreement shall be provided on such rates;
  - b) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.
- 3.5 Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.
- 3.6 Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.
- 3.7 Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the

expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

- 3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

#### **4. Replacement SERVICE PROVIDER**

- 4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the Bank will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with Service Provider during the handover of the Services.

#### **5. Subcontractors**

- 5.1 Service Provider agrees to provide the Bank with details of the Subcontracts (if permitted by the Bank) used in the provision of the Services. Service Provider will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

#### **6. Transfer of Configuration Management Database**

6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

#### **7. Transfer of Assets**

- 7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:
- a) a list of all Assets eligible for transfer to the Bank; and
  - b) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.
- 7.2 Within 1 (one) month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the "Required Assets"),

and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.

7.3 In the event that the Required Assets are not located on Bank premises:

- (1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;
- (2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
- (3) for the avoidance of doubt, the Bank will not be responsible for the Assets.

7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

## **8. Transfer of Software Licenses**

8.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.

8.2 On notice of termination of this Agreement Service Provider shall, within 2 (two) week of such notice, deliver to the Bank details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be responsible for any costs incurred in the transfer of licenses from Service Provider to the Bank or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

8.3 Within 1 (one) month of receiving the software license information as described above, the Bank shall notify Service Provider of the licenses it wishes to be transferred, and Service Provider shall provide for the approval of the Bank a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

## **9. Transfer of Software**

9.1 Wherein INDIAN BANK is the owner of the software, 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall

deliver, or otherwise certify in writing that it has delivered, to the Bank a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:

- (a) Source Code (with source tree) and associated documentation;
- (b) application architecture documentation and diagrams;
- (c) release documentation for functional, technical and interface specifications;
- (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
- (e) Source Code and supporting documentation for testing framework tool and performance tool;
- (f) test director database;
- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

**10. Transfer of Documentation**

- 10.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure K-1A.

**11. Transfer of Service Management Process**

- 11.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
  - (1) Incidents;
  - (2) Problems;
  - (3) Service Requests;
  - (4) Changes;
  - (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

**12. Transfer of Knowledge Base**

- 12.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

**13. Transfer of Service Structure**

- 13.1 6 (six) months prior to expiry or within 2 (two) weeks' notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:

(a) archive of records including:

- (1) Questionnaire Packs;
- (2) project plans and sign off;
- (3) Acceptance Criteria; and
- (4) Post Implementation Reviews.

(b) programme plan of all work in progress currently accepted and those in progress;

(c) latest version of documentation set;

(d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;

(e) Source Code, application architecture documentation/diagram and other documentation;

(f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and

(g) project plan and resource required to hand Service Structure capability over to the new team.

**14. Transfer of Data**

- 14.1 In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

- 14.2 Except where, pursuant to paragraph 14.1 above, the Bank has instructed Service Provider to destroy such Bank's Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to the Bank:

- (1) An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or

- (2) a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

## **15. Training Services on Transfer**

- 15.1 Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.
- 15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.
- 15.3 Subject to paragraph 15.2 above, Service Provider shall produce for the Bank's consideration and approval 6 (six) months prior to expiry or within 10 (ten) working days of issue of notice of termination:
- (1) A training strategy, which details the required courses and their objectives;
  - (2) Training materials (including assessment criteria); and
  - (3) a training plan of the required training events.
- 15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's \_\_\_\_\_ Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for \_\_\_\_\_ hours. Bank may enroll up to \_\_\_\_\_ of its staff or \_\_\_\_\_ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than \_\_\_\_\_ years of experience in operating \_\_\_\_\_ software system. SERVICE PROVIDER shall provide the \_\_\_\_\_ training without any additional charges.

## **16. Transfer Support Activities**

- 16.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.
- 16.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to: (1) a timetable of events;
- (2) resources;



- (3) assumptions;
- (4) activities;
- (5) responsibilities; and
- (6) risks.

16.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:

- (a) Change Request log;
- (b) entire back-up history; and
- (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

16.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.

16.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.

16.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.

16.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

## **17. Use of Bank Premises**

17.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.

17.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

XXXXXX

**DATA PROCESSING AGREEMENT**

≤ Applicable in case of activities for which selection of vendor/outsourcing of activities has been initiated involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers>

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") dated \_\_\_\_\_ between:

(i) INDIAN BANK ("Controller")

**And**

(ii) M/s. \_\_\_\_\_ ("Data Processor")

WHEREAS:

(A) INDIAN BANK (hereafter referred to as "INDIAN BANK ") acts as a Data Controller.

(B) INDIAN BANK wishes to contract certain Services (provided in Schedule 1), which imply the processing of personal data (provided in Schedule 2), to the Data Processor.

The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and any other data protection and privacy laws applicable to the Services.

(C) The Parties wish to lay down their rights and obligations (Processor obligations in Clause 3).

IT IS AGREED AS FOLLOWS:

**1. Definitions and Interpretation:**

1.1 Unless otherwise defined herein, terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all schedules.

1.1.2 "Controller" has the meaning given to "data controller" in the UK Data Protection Act 1998 and "controller" in the General Data Protection Regulation (as applicable).

1.1.3 "Client" means a customer of INDAN BANK.

1.1.4 "Data Protection Legislation" means as applicable, the UK Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any laws or regulations implementing it, the Regulation (EU) 2016/679 of the European

Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and any equivalent or replacement law in the UK and any other data protection and privacy laws applicable to the Services.

- 1.1.5 "Data subject" has the meaning given to it in the Data Protection Legislation.
- 1.1.6 "Personal Data" has the meaning given to it in the Data Protection Legislation and relates only to Personal Data processed by a Contracted Processor on behalf of INDIAN BANK pursuant to or in connection with the Principal Agreement in relation to the Services provided.
- 1.1.7 "Processor" means a data processor providing services to INDIAN BANK.
- 1.1.8 "Subprocessor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of INDIAN BANK in connection with the Agreement.
- 1.1.9 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.
- 1.1.10 "EEA" means the European Economic Area.
- 1.1.11 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.
- 1.1.12 "GDPR" means EU General Data Protection Regulation 2016/679.
- 1.1.13 "Data Transfer" means:
  - 1.1.13.1 a transfer of Personal Data from INDIAN BANK to a Processor; or
  - 1.1.13.2 an onward transfer of Personal Data from a Processor to a Subcontracted Processor, or between two establishments of a Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).
- 1.1.14 "Services" means the services to be performed by the Processor described in the Principal Agreement (as provided in Schedule 1).
- 1.1.15 "Supervisory authority" has the meaning given to it in the Data Protection Legislation.

1.1.16 “Personal data breach” has the meaning given to it in the Data Protection Legislation.

1.1.17 “Personnel” means the personnel of the Processor, Subcontractors and Sub processors who provide the applicable Services; and

1.1.18 “Third country” has the meaning given to it in the Data Protection Legislation.

## **2. Processing of Personal Data:**

2.1 In the course of providing Services to INDIAN BANK, the Processor may process Personal Data on behalf of INDAN BANK.

2.2 Processor shall:

2.2.1 comply with all applicable Data Protection Laws in the Processing of Personal Data; and

2.2.2 not Process Personal Data other than on the relevant documented instructions of INDIAN BANK.

### **PROCESSOR OBLIGATIONS:**

#### **2.3 Processor Personnel:**

Processor shall take reasonable steps to ensure the reliability of any employee, agent or subprocessor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

2.3.1 The Processor shall process Personal Data only on the documented instructions from INDIAN BANK from time to time. INDIAN BANK shall notify the Processor of any amendments to existing instructions or additional instructions in relation to the processing of Personal Data in writing and Processor shall promptly comply with such instructions.

2.3.2 Notwithstanding clause 3.1, the Processor (and its Personnel) may process the Personal Data if it is required to do so by European Union law, Member State law or to satisfy any other legal obligations to which it is subject. In such circumstance, the Processor shall notify INDIAN BANK of that requirement before it processes the Personal Data, unless the applicable law prohibits it from doing so.

2.3.3 The Processor shall immediately notify INDIAN BANK if, in Processor's opinion, Indian Bank's documented data processing instructions breach the Data Protection Legislation. If

and to the extent the Processor is unable to comply with any instruction received from INDIAN BANK, it shall promptly notify INDIAN BANK accordingly.

2.3.4 The purpose of the Processor processing Personal Data is the performance of the Services pursuant to the Principal Agreement.

## **2.4 Security:**

2.4.1 Taking into account the nature, scope, context and purposes of Processing (provided in Schedule 2) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to Personal Data implement appropriate technical and organizational measures (Processor obligations in Schedule 3) to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

2.4.2 In assessing the appropriate level of security, Processor shall take into account, in particular, risks related to processing of Personal Data.

2.4.3 The Processor shall use appropriate technical and organisational measures to prevent the unauthorized or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of INDIAN BANK as updated and notified to the Processor by INDIAN BANK from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of this Agreement without INDAN BANK'S prior consent.

## **2.5 Sub-Processing:**

2.5.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub-Processors without prior written authorisation from INDAN BANK. The Processor shall provide INDIAN BANK with [no less than [xx days] prior written (including email) notice before engaging a new Sub processor thereby giving INDIAN BANK an opportunity to object to such changes. If INDIAN BANK wishes to object to such new Sub processor, then INDIAN BANK may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.

2.5.2 The Processor shall include in any contract with its Sub processors who will process Personal Data on INDAN BANK'S behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the Processor in this Agreement relating to Personal Data. The Processor shall be liable for the acts and omissions of its Sub processors to the same extent to which the Processor would be liable if performing the services of each Sub processor directly under the terms of this Agreement.

## **2.6 Data Subject Rights:**

Data subjects (INDIAN BANK NRI customers) whose Personal Data is processed pursuant to this Agreement have the right to request access to and the correction, deletion or blocking of such Personal Data under Data Protection Legislation. Such requests shall be addressed to and be considered by INDIAN BANK responsible for ensuring such requests are handled in accordance with Data Protection Legislation.

3. 4.1 Taking into account the nature of the Processing, Processor shall assist INDIAN BANK by implementing appropriate technical and organisational measures (Processor obligations in Schedule 3), insofar as this is possible, for the fulfilment of INDIAN BANK 's obligations, as reasonably understood by INDIAN BANK, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

3.4.2 In case Data Subject Requests are received by Processor, then the Processor shall:

3.4.2.1 promptly notify INDIAN BANK if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

3.4.2.2 ensure that it does not respond to that request except on the documented instructions of INDIAN BANK or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws

3.4.2.3 inform INDIAN BANK of that legal requirement before the Processor responds to the request.

### **3.5 Personal Data Breach:**

3.5.1 Processor shall notify INDIAN BANK without undue delay upon Processor becoming aware of a Personal Data Breach affecting Personal Data, providing INDIAN BANK with sufficient information to allow INDIAN BANK to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

3.5.2 Processor shall co-operate with INDIAN BANK and take reasonable commercial steps as are directed by INDIAN BANK to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

### **3.6 Data Protection Impact Assessment and Prior Consultation:**

Processor shall provide reasonable assistance to INDIAN BANK with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which INDIAN BANK reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by and taking into account the nature of the Processing and information available to, the Processors.

### **3.7 Deletion or return of Personal Data:**

3.7.1 Subject to this section 3.7 Processor shall, promptly and in any event within <XX> business days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete all copies of those Personal Data.

3.7.2 Processor shall provide written certification to INDIAN BANK that it has fully complied with this section

3.7 within < XX > business days of the Cessation Date.

### **3.8 Audit Rights:**

The Processor shall make available to INDIAN BANK and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing INDIAN BANK, its Client, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice, in relation to the Processing of Personal Data by the Processor.

### **3.9 Data Transfer:**

The Processor may not transfer or authorize the transfer of Data to countries outside the EU/ India and/or the European Economic Area (EEA) without the prior written consent of INDIAN BANK . If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses / EU-US Privacy Shield for the transfer of personal data.

### **3.10 Records:**

The Processor shall maintain written records of its data processing activities pursuant to providing the Services to INDIAN BANK in accordance with Data Protection Legislation.

### **3.11 Notify:**

The Processor shall immediately and fully notify INDIAN BANK in writing of any communications the Processor (or any of its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or from the European Data Protection Board, the UK's Information Commissioner's Office (in the case of the United Kingdom) and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

### **3.12 Agreement Termination:**

Upon expiry or termination of this Agreement or the Services for any reason or INDAN BANK'S earlier request, the Procesor shall: (i) return to INDAN BANK; and (ii) delete from all computer systems and other data storage systems, all Personal Data, provided that the Processor shall not be required to return or delete all or part of the Personal Data that it is legally permitted to retain. The Processor shall confirm to INDIAN BANK that it has complied with its obligation to delete Personal Data under this clause.

#### **4. INDAN BANK'S OBLIGATIONS:**

INDIAN BANK shall:

4.1 in its use of the Services, process the Personal Data in accordance with the requirements of the Data Protection Legislation.

4.2 use its reasonable endeavours to promptly notify the Processor if it becomes aware of any breaches or of other irregularities with the requirements of the Data Protection Legislation in respect of the Personal Data processed by the Processor.

#### **5. General Terms:**

##### **5.1 Confidentiality:**

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

(a) disclosure is required by law.

(b) the relevant information is already in the public domain.

##### **5.2 Notices:**

All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

##### **5.3 Governing Law and Jurisdiction:**

5.3.1 This Agreement is governed by the laws of INDIA.

5.3.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of CHENNAI .

IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out below.

For INDIAN BANK

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

For Processor M/s

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_



## **SCHEDULE 1**

### **1.1 Services**

<<Insert a description of the Services provided by the Data Processor (under the Principal Service Agreement, where relevant)>>.

## **SCHEDULE 2**

Personal Data

<b>Category of Personal Data</b>	<b>Category of Data Subject</b>	<b>Nature of Processing Carried Out</b>	<b>Purpose(s) of Processing</b>	<b>Duration of Processing</b>

## **SCHEDULE 3**

### **Technical and Organisational Data Protection Measures**

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of INDIAN BANK , it maintains security measures to a standard appropriate to:

1.1. the nature of the Personal Data; and

1.2. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.

2. In particular, the Processor shall:

2.1. have in place, and comply with, a security policy which:

2.1.1. defines security needs based on a risk assessment.

2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to INDIAN BANK on or before the commencement of this Agreement.

2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.

- 2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.
- 2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.
- 2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.
- 2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).
- 2.1.11. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.
- 2.1.12. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.
- 2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.
- 2.1.14. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:
  - 2.1.14.1. having a proper procedure in place for investigating and remedying breaches of the GDPR; and
  - 2.1.14.2. notifying INDIAN BANK as soon as any such security breach occurs.
- 2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and
- 2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013 and INDIAN BANK 's Information Security Policy as appropriate.

**At the time of signing this Agreement, the Processor has the following technical and organizational measures in place: (To be vetted by INDIAN BANK)**

S. No	Controls to be implemented		Compliance (Yes / No)	If under implementation, give date by which implementation will be done
1	Whether the Processor has Information security policy in place with periodic reviews?			
2	Whether the Processor have operational processes with periodic review, including but not limited to:	a. Business Continuity Management		
		b. Backup management		
		c. Desktop/system/server/network device hardening with baseline controls		
		d. Patch Management		
		e. Port Management Media Movement		
		f. Log Management		
		g. Personnel Security		
		h. Physical Security		
		i. Internal security assessment processes		
3	Whether a proper documented Change Management process has been instituted by the Processor?			
4	Whether the Processor has a documented policy and process of Incident management /response?			
5	Whether the Processor's environment is suitably protected from external threats by way of:	a. Firewall		
		b. WAF		
		c. IDS/IPS		
		d. AD		
		e. AV		
		f. NAC		
		g. DLP		
		h. Any other technology		
6	Whether rules are implemented on Firewalls of the Processor environment as per an approved process?			
7	Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?			
8	Whether proper log generation, storage, management and analysis happens for the Processor application?			
9	Is the Processor maintaining all logs for forensic readiness related to:	a. Web		
		b. Application		
		c. DB		
		d. Configuration		
		e. User access		

10	Whether the Processor maintains logs for privileged access to their critical systems?		
11	Whether privilege access to the Processor environment is permitted from internet?		
12	Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?		
13	Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?		
14	Whether Processor has deployed secure environments for their applications for:	a. Production	
		b. Disaster recovery	
		c. Testing environments	
15	Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:	a. Web	
		b. App	
		c. DB	
		d. Critical applications	
		e. Non-Critical applications	
		f. UAT	
16	Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?		
17	Whether Internet access is permitted on:	a. Internal servers	
		b. Database servers	
		c. Any other servers	
18	Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?		
19	Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?		
20	Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?		
21	Whether suitable Security Certifications (ISO, PCIDSS etc.) of the security posture at vendor environment are in place?		
22	Whether the Processor has deployed any open source or free software in their environment?		
	If yes, whether security review has been done for such software?		
23	Whether the data shared with the Processor is owned by INDIAN BANK (INDIAN BANK = Information Owner)?		
24	Whether the data shared with the Processor is of sensitive nature?		
25	Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?		

26	Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)		
27	Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?		
28	Whether the Processor is required to store the data owned by INDAN BANK?		
29	Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?		
30	Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?		
31	Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?		
32	Whether the Processor is required to share INDIAN BANK specific data to any other party for any purpose?		
33	Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?		
34	Whether Processor is permitted to take any crucial decisions on behalf of INDIAN BANK without written approval from IT Application Owner?		
	If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.		
35	Whether Application Owner has verified that the Processor has implemented efficient and sufficient preventive controls to protect INDIAN BANK 's interests against any damage under section 43 of IT Act?		
36	Whether the selection criteria for awarding the work to Processor vendor is based on the quality of service?		
37	Whether the SLA/agreement between INDIAN BANK and the Processor contains these clauses:	a. Right to Audit to INDIAN BANK with scope defined	
		b. Adherence by the vendor to INDIAN BANK Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc.	
		c. Right to recall data by INDIAN BANK	

		d. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.		
		e. Availability of Compensation clause in case of any data breach or incident resulting into any type of loss to INDIAN BANK, due to vendor negligence.		
		f. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies.		

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at \_\_\_\_\_ between: INDIAN BANK having its Corporate Office 254-260, Avvai Shanmugam Salai, Royapettah, Chennai-600 014 and Information Technology Department at Head Office, Rajaji Salai Chennai -600 001 (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART; and

\_\_\_\_\_ a private/public limited company/LLP/Firm < incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having its registered office at \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the "Receiving Party" and the Party disclosing the information being referred to as the "Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER**

1. **Confidential Information and Confidential Materials:**

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.

- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.
2. **Restrictions** (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider appoints any Sub-Contractor (if allowed) then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
3. **Rights and Remedies**
- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed



below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
- ii. Change of personnel assigned to the job
- iii. Termination of contract

- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### 3. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Chennai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## 5. Suggestions and Feedback

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

**PRE-BID QUERY FORMAT (TO BE PROVIDE STRICTLY IN EXCEL FORMAT)**

<b>Vendor Name</b>	<b>Sl. No</b>	<b>RFP Page No</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query/Suggestions</b>

**FORMAT FOR SUBMISSION OF CLIENT REFERENCES**

To whosoever it may concern

Particulars	Details
<b>Client Information</b>	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
<b>Project Details</b>	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
<b>Size of Project</b>	
Value of Work Order (In Lakh) (only single work order)	

Name & Signature of authorised signatorySeal of Company

**ADOPTION OF INTEGRITY PACT**

- 1) 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.
- 2) Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- 3) The Bidders shall submit signed Pre Contract integrity pact as per the format in Section–VIII - 10. Those Bids which are not containing the above are liable for rejection.
- 4) Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) Integrity pact shall be signed by the person who is authorized to sign the Bid.
- 10) The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:

Shri. Girraj Prasad Gupta, ICAS (Retd) Email: <a href="mailto:gpgupta1804@gmail.com">gpgupta1804@gmail.com</a>	Shri. Arun Kumar Sharma Email: <a href="mailto:sharmaak6@gmail.com">sharmaak6@gmail.com</a>
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- 11) Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.

**PRE CONTRACT INTEGRITY PACT**  
***(TO BE STAMPED AS AN AGREEMENT)***

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_ 202 , between, on the one hand, the INDIAN BANK having its Corporate Office, 254-260 Avvai Shanmugam Salai, Royapettah, Chennai- 600 014 and through its \_\_\_\_\_ Information Technology at Head Office Rajaji Salai, Chennai- 600 001, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s\_\_\_\_\_ represented by Shri\_\_\_\_\_, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of INDIAN BANK performing its functions on behalf of INDAN BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an

advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with INDIAN BANK for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with INDAN BANK.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the

contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4. Earnest Money (Security Deposit)**

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode



mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of INDIAN BANK from any Bank including INDIAN BANK . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than INDIAN BANK and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
  - I. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - II. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - III. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - IV. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of INDIAN BANK, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
  - V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - VI. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - VII. To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- VIII. To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- IX. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- X. Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### **6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### **7. Facilitation of Investigation**

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

#### **8. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### **9. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **10. Validity**

- I. The validity of this Integrity Pact shall be from date of its signing and extend upto 6 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

II. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. The parties hereby sign this Integrity Pact at \_\_\_\_ on \_\_\_\_\_

For BUYER  
Name of the Officer.  
Designation  
Office / Department / Branch

For BIDDER  
Chief Executive Officer/  
Authorised Signatory  
Designation INDAN BANK.

Witness  
1  
  
2

Witness  
  
1.  
  
2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Chennai Stamp Act, whichever is higher.**

**FORMAT FOR EMD BANK GUARANTEE**

To:

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**EMD BANK GUARANTEE FOR**

**NAME OF SOFTWARE SOLUTION/ SERVICES TO INDIAN BANK TO MEET SUCH REQUIREMENT AND PROVIDE SUCH SOFTWARE SOLUTION/ SERVICES AS ARE SET OUT IN THE RFP NO. INDIAN BANK :xx:xx DATED dd/mm/yyyy**

WHEREAS INDIAN BANK (INDIAN BANK ), having its Corporate Office at 254-260, Avvai Shanmugam Salai , Royapettah, Chennai – 600 014 has invited Request for Proposal to develop, implement and support \_\_\_\_\_ (name of Software Solution/ Service) as are set out in the Request for Proposal INDIAN BANK :xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the INDIAN BANK, their Successors, assigns that in the event of the INDIAN BANK coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the INDIAN BANK , pay without demur to the INDIAN BANK , a sum of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) that may be demanded by INDIAN BANK . Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the INDIAN BANK on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the INDIAN BANK shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the INDIAN BANK , without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and INDIAN BANK , pay INDIAN BANK forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the INDIAN BANK under this guarantee shall be independent of the agreement or agreements or other understandings between the INDIAN BANK and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the INDIAN BANK .

6. We hereby further agree that –

Any forbearance or commission on the part of the INDIAN BANK in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid

and/or hereunder or granting of any time or showing of any indulgence by the INDIAN BANK to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)

- a) Our liability under these presents shall not exceed the sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only)
- b) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- c) This guarantee shall remain in force upto 180 days provided that if so desired by the INDIAN BANK, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- d) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the INDIAN BANK alone is the conclusive proof, whichever date is earlier.
- e) Unless a claim or suit or action is filed against us on or before\_\_\_\_(date to be filled by BG issuing bank), all the rights of the INDIAN BANK against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.
- f) This guarantee shall be governed by Indian Laws and the Courts in Chennai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees ..... only)
- (b) This Bank Guarantee shall be valid upto .....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official of the bank

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

**NOTARIZED UNDERTAKING BY THE BIDDER**

(To be submitted on the Rs.100/- non judicial stamp paper)

To:  
The General Manager,  
Indian Bank  
Banking Operations Department,  
No. 254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai 600014.

We \_\_\_\_\_ (Bidder name), hereby confirm that-

Our Company is not owned or controlled by any Director or employee (or relatives) of Indian Bank.

Dated this ..... day of ..... 20 \_\_\_\_\_

Place:

(Signature with date and seal)

(In the capacity of)

Duly authorized to sign the Bid with seal for and on behalf of (Name and address of the Bidder)

**Authorization Letter Format**

(To be presented by the authorized person at the time of Opening of PRE-BID  
QURIES / Technical & Commercial Bid on the letter head of Bidder and should be signed  
by an Authorized Signatory with Name and Seal of the Company)

Ref No:

Date:

General Manager,  
Indian Bank  
Banking Operations Department,  
No. 254-260, Avvai Shanmugam Salai,  
Royapettah, Chennai  
600014

Dear Sir/Madam,

**SUB: REQUEST FOR PROPOSAL (RFP) FOR SUPPLY, IMPLEMENTATION AND MAINTENANCE OF  
INTEGRATED QUEUE MANAGEMENT SYSTEM.**

Ref: TENDER NO:

This has reference to your above RFP.

Mr./Miss/Mrs. \_\_\_\_\_ is hereby authorized to attend the  
PRE-BID QURIES / Technical & Commercial Bid above RFP on \_\_\_\_\_ organization.

The specimen signature is attested below:

\_\_\_\_\_

Specimen Signature of Representative

\_\_\_\_\_

Signature of Authorizing Authority

\_\_\_\_\_

Name & Designation of Authorizing Authority

**NOTE: This Authorization letter is to be carried in person and shall not be placed  
inside any of the bid covers. (Incase offline meeting)**

**Annexure T****GEOGRAPHIC LOCATIONS**

The geographic locations that fall within the scope of this project can span over urban and metropolitan areas. The Number of Locations is provided under: -

Sl no	ZONE	STATE	BRANCH	IBGA	CATGORY
1	AGRA	UTTAR PRADESH	AGRA CITY (HING-KI-MANDI)	A525	METRO
2	AHMEDABAD	GUJARAT	DAXINI SOCIETY	D042	METRO
3	ALLAHABAD	UTTAR PRADESH	PRAYAGRAJ CITY OFFICE	A579	METRO
4	ALLAHABAD	UTTAR PRADESH	PRAYAGRAJ HINDI SAHITYA SAMMELAN	A580	METRO
5	ALLAHABAD	UTTAR PRADESH	MUNDERA	M766	METRO
6	ALLAHABAD	UTTAR PRADESH	PRAYAGRAJ ALLENGANJ	A576	METRO
7	ALLAHABAD	UTTAR PRADESH	PRAYAGRAJ KARELI HSG SCH.	A582	METRO
8	ALLAHABAD	UTTAR PRADESH	PRAYAGRAJ LUKERGANJ	A584	METRO
9	ALLAHABAD	UTTAR PRADESH	PRAYAGRAJ KALYANI DEVI	A581	METRO
10	AMRITSAR	PUNJAB	AMRITSAR SULTANWIND	S787	METRO
11	BENGALURU	KARNATAKA	BENSON TOWN	B041	METRO
12	BENGALURU	KARNATAKA	CHAMARAJPET	C007	METRO
13	BENGALURU	KARNATAKA	HALASURU	U008	METRO
14	BHOPAL	MADHYA PRADESH	LASUDIAMORI	L533	METRO
15	CHENNAI (NORTH)	TAMIL NADU	JAWAHAR NAGAR	P132	METRO
16	CHENNAI (NORTH)	TAMIL NADU	MKB NAGAR	M206	METRO
17	CHENNAI (NORTH)	TAMIL NADU	ADHITHANAR SALAI	A090	METRO
18	CHENNAI (NORTH)	TAMIL NADU	ENNORE	E025	METRO
19	CHENNAI (NORTH)	TAMIL NADU	MADRAS HIGH COURT	M157	METRO
20	CHENNAI (NORTH)	TAMIL NADU	ANNA SALAI	A089	METRO
21	CHENNAI (SOUTH)	TAMIL NADU	MADIPAKKAM	M126	METRO
22	CHENNAI (SOUTH)	TAMIL NADU	TIRUVANMIYUR	T044	METRO



23	CHENNAI (SOUTH)	TAMIL NADU	E.R.A.PURAM	E001	METRO
24	COIMBATORE	TAMIL NADU	COIMBATORE MUNICIPAL CORPORATION	C114	METRO
25	COIMBATORE	TAMIL NADU	PULIAKULAM	P077	METRO
26	COIMBATORE	TAMIL NADU	SOWRIPALAYAM	S120	METRO
27	COIMBATORE	TAMIL NADU	SINGANALLORE	S057	METRO
28	COIMBATORE	TAMIL NADU	KMCH GOLDWINS	K169	METRO
29	COIMBATORE	TAMIL NADU	R S PURAM	R023	METRO
30	COIMBATORE	TAMIL NADU	RAJA STREET	R002	METRO
31	DELHI (CENTRAL)	NCT OF DELHI	WEST PATEL NAGAR	W006	METRO
32	DELHI (CENTRAL)	NCT OF DELHI	KISHANGANJ	K721	METRO
33	DELHI (CENTRAL)	NCT OF DELHI	CHANDINI CHOWK	C010	METRO
34	DELHI (SOUTH)	NCT OF DELHI	JAMIA MILIA ISLAMIA	J029	METRO
35	DELHI (SOUTH)	NCT OF DELHI	BINDAPUR	B828	METRO
36	DELHI (SOUTH)	NCT OF DELHI	NEWADA	N591	METRO
37	HYDERABAD	TELANGANA	DARUL SHAFI	D032	METRO
38	HYDERABAD	TELANGANA	PAHADISHARIF	P179	METRO
39	HYDERABAD	TELANGANA	MOOSAPET	M160	METRO
40	JABALPUR	MADHYA PRADESH	JABALPUR KATANGA	K625	METRO
41	JABALPUR	MADHYA PRADESH	MADHOTAL	M521	METRO
42	KANPUR	UTTAR PRADESH	KANPUR CITY OFFICE	K581	METRO
43	KANPUR	UTTAR PRADESH	KANPUR-KIDWAI NAGAR	K584	METRO
44	KANPUR	UTTAR PRADESH	KANPUR BURRA COLONY	K579	METRO
45	KOLKATA CENTRAL	WEST BENGAL	CHETLA	C575	METRO
46	KOLKATA CENTRAL	WEST BENGAL	MANICKTOLLA	M057	METRO
47	KOLKATA CENTRAL	WEST BENGAL	TOLLYGUNJ	T051	METRO
48	KOLKATA CENTRAL	WEST BENGAL	SHYAM BAZAR	S054	METRO
49	KOLKATA CENTRAL	WEST BENGAL	KOLKATA JADAVPUR	K759	METRO
50	KOLKATA CENTRAL	WEST BENGAL	KOLKATA-PAIKPARA	K766	METRO

51	KOLKATA CENTRAL	WEST BENGAL	KOLKATA PARK CIRCUS	K767	METRO
52	KOLKATA CENTRAL	WEST BENGAL	SANTOSH PUR	K771	METRO
53	KOLKATA CENTRAL	WEST BENGAL	SOUTH KOLKATA	K774	METRO
54	KOLKATA NORTH	WEST BENGAL	ULTADANGA	K778	METRO
55	KOLKATA NORTH	WEST BENGAL	SOUTH SINTHI	K775	METRO
56	KOLKATA NORTH	WEST BENGAL	SHIBPUR	S088	METRO
57	KOLKATA NORTH	WEST BENGAL	THANA MAKUA	T550	METRO
58	KOLKATA NORTH	WEST BENGAL	BABUDANGA	B085	METRO
59	KOLKATA NORTH	WEST BENGAL	B T ROAD	B038	METRO
60	KOLKATA NORTH	WEST BENGAL	HOWRAH-BANDHAGHAT	B600	METRO
61	KOLKATA SOUTH	WEST BENGAL	RAYNAGAR-BANSDRONI	R660	METRO
62	KOLKATA SOUTH	WEST BENGAL	KOLKATA NAKTALA	N526	METRO
63	KOLKATA SOUTH	WEST BENGAL	KIDDERPORE	K036	METRO
64	LUCKNOW	UTTAR PRADESH	RAJAJIPURAM	L557	METRO
65	LUCKNOW	UTTAR PRADESH	LUCKNOW K G MEDICAL COLLEGE	K656	METRO
66	LUDHIANA	PUNJAB	DUGRI	D029	METRO
67	LUDHIANA	PUNJAB	LUDHIANA OSWAL WOLLEN MILLS	O517	METRO
68	MADURAI	TAMIL NADU	TOWN HALL ROAD	T052	METRO
69	MADURAI	TAMIL NADU	VILAKUTHOON	V020	METRO
70	MADURAI	TAMIL NADU	VANDIYUR MADURAI	V131	METRO
71	MADURAI	TAMIL NADU	ANUPANADI	A176	METRO
72	MADURAI	TAMIL NADU	EAST VELI STREET	E002	METRO
73	MADURAI	TAMIL NADU	KOODAL NAGAR	K150	METRO
74	MADURAI	TAMIL NADU	PUDUR	P053	METRO
75	MADURAI	TAMIL NADU	GNANAOLIVUPURAM	S140	METRO
76	MADURAI	TAMIL NADU	T V S NAGAR	T075	METRO
77	MEERUT	UTTAR PRADESH	MEERUT-KABARI BAZAR	M687	METRO
78	MUMBAI (SOUTH)	MAHARASHTRA	MUMBRA	M216	METRO

79	MUMBAI (SOUTH)	MAHARASHTRA	GHATKOPAR	G008	METRO
80	MUMBAI (SOUTH)	MAHARASHTRA	MATUNGA BAZAAR	M049	METRO
81	MUMBAI (SOUTH)	MAHARASHTRA	CHEMBUR	C012	METRO
82	MUMBAI (SOUTH)	MAHARASHTRA	DHARAVI	D049	METRO
83	MUMBAI (WEST)	MAHARASHTRA	BHAVANS CAMPUS	B092	METRO
84	MUMBAI (WEST)	MAHARASHTRA	JUHU VILE PARLE DEV S	J020	METRO
85	MUMBAI (WEST)	MAHARASHTRA	ANDHERI	A023	METRO
86	MUMBAI (WEST)	MAHARASHTRA	GOREGAON	G014	METRO
87	MUMBAI (WEST)	MAHARASHTRA	SANTA CRUZ	S010	METRO
88	NAGPUR	MAHARASHTRA	NAGPUR SHAKKAADARA CHOWK	S501	METRO
89	NOIDA	UTTAR PRADESH	NANDGRAM	N109	METRO
90	POONAMALLEE	TAMIL NADU	TIRUVOTTIYUR	T049	METRO
91	POONAMALLEE	TAMIL NADU	AMBATTUR VIJAYALAKSHMIPURAM	A599	METRO
92	POONAMALLEE	TAMIL NADU	MANALI	M061	METRO
93	POONAMALLEE	TAMIL NADU	PUZHAL	P162	METRO
94	POONAMALLEE	TAMIL NADU	RED HILLS	R016	METRO
95	POONAMALLEE	TAMIL NADU	TIRUMULLAIVAYIL	T131	METRO
96	POONAMALLEE	TAMIL NADU	MATHUR	M240	METRO
97	SURAT	GUJARAT	SURAT	S039	METRO
98	VARANASI	UTTAR PRADESH	VARANASI PILIKOTHI	P646	METRO
99	VARANASI	UTTAR PRADESH	MAHABIR MANDIR ROAD	U502	METRO
100	VARANASI	UTTAR PRADESH	VARANASI UDAI PRATAP COLLEGE CAMPUS	U501	METRO

**Note:-** The above Location is tentative only, the bank may be modify /add / delete the location is based on the requirement of Bank