

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**



REQUEST FOR PROPOSAL (RFP)

Empanelment of Fintech companies for providing Software Applications/solutions and support services

RFP Reference No.	CO/DB&FP/1606/R1/2024-25
RFP Issuance Date	20/11/2024
Last Date of request for Queries/ Clarifications	27/11/2024
Date and time of Pre-Bid Meeting	28/11/2024 3:00 PM
Last Date and time for receipt of bids	16/12/2024 3:00 PM
Date and time of opening bids	16/12/2024 3 3:30 PM

Issued by:

**HO: DIGITAL BUSINESS & FINTECH PARTNERSHIP DEPARTMENT,
INDIAN BANK, HEAD OFFICE,
66, RAJAJI SALAI
CHENNAI – 600001**

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Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

Section	TABLE OF CONTENTS	Page No.
	Schedule [A] Important Dates and Information on RFP Submission	3
	Schedule [B] Glossary of terms	6
	Schedule [C] Disclaimer	10
	Schedule [D] General Information	11
	Schedule [E] Overview of Indian Bank	12
SECTION – I	Request For Proposal (RFP)	13
SECTION - II	Instructions To Bidders	17
SECTION - III	Categories and Sub-categories of empanelment	28
SECTION-IV	Instructions To Bidders For Online Tender Through Tender Wizard Portal	47
SECTION-V	Technical and Functional Requirements	50
SECTION-VI	Project Specific / Post Empanelment Guidelines.	52
SECTION-VII	List of Annexures.	56
	ANNEXURES	
Annexure - I	Bid Form	56
Annexure - II	Self-Declaration – Blacklisting	58
Annexure - III	Contract Form	59
Annexure - IV	Performance Security Format	61
Annexure – V	Non-Disclosure Agreement	63
Annexure – VI	Declaration for MSME benefits	67
Annexure – VII	Declaration on Procurement from a Bidder of a country which shares a land border with India	68
Annexure – VIII	Certificate of local content as per Make in India guidelines	69
Annexure – IX	Declaration of source code audit	70
Annexure – X	Checklist for the RFP	71
Annexure – XI	Pre-Bid Query Format	73
Annexure - XII	Experience Details	74
Annexure – XIII	Turnover, Net Worth and P&L Details	75
Annexure – XIV	Bid Security Form	76

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

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

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	20/11/2024
2	Last Date of request for clarifications (Last Date of receiving request for clarifications before the Pre-bid Meeting)	27/11/2024 Format for seeking clarification is enclosed as Annexure-XI
3	Pre-bid Meeting Date and Venue Details	28/11/2024 3:00 PM through physical / virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at cofintech@indianbank.co.in on or before 27/11/2024 . Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	Last Date of Submission/ Closing Date in Online & Offline Mode (Last Date of Submission of RFP Response)	16/12/2024 3:00 PM for both online bid and offline document submissions. For Offline submission of documents listed in SI. No. 10 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Assistant General Manager, Digital Business and Fintech Partnership Department, Indian Bank, Head Office, 66, Rajaji Salai Chennai-600001
5	Eligibility cum Bid Opening Date	16/12/2024 3:30PM
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in SI No. 8 of Section II of this RFP	Shall be intimated separately by the Bank through email.
7	Commercial Bids	No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained from the Empaneled vendors during the

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

		selection/engagement for specific project through closed commercials or reverse auction process or QCBS or any other process as decided by the Bank at that point of time.
8	Cost of RFP	<p>Non-refundable Rs.5000.00 (<i>Rupees Five Thousand only</i>) in the form of DD favoring “Indian Bank”. Alternatively, bidders can transfer the cost of bid document in the following account number through NEFT/ RTGS/ IMPS/ UPI etc. one day prior to pre-bid meeting date:</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>Mode of submission: (Offline for DD/ Online for e-transfer)</p>
9	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank’s authorized e-Procurement service provider M/s Antares Systems Limited through website.</p> <p>Technical Bids will be opened online through e-procurement portal:</p> <p>https://www.tenderwizard.com/INDBANK</p> <p>Bids are to be submitted through online mode only and submission of bid in any other mode will not be accepted.</p>
10	Documents to be submitted physically by Bidders (Offline Mode)	DD towards Cost of bid document. Alternately Bidders can also transfer the cost of bid document and enclose proof of the transfer.
11	RFP Coordinator	<ol style="list-style-type: none"> 1. Mr. Jaseel PC 2. Mr. Sunanthan R 3. Mr. Aniket Gaikwad <p>Email id : cofintech@indianbank.co.in</p> <p>Contact no.- +91- 44- 25279842</p>

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

The RFP document can also be downloaded from:

Bank's website: <https://www.indianbank.in> and e-procurement portal:
<https://www.tenderwizard.com/INDBANK>

In addition to above, a paper publication will be made for the information to the prospective bidders regarding this RFP. However, clarifications, modifications and date of extensions, if any, will be published in the Bank's website only.

I. Note: Indian Bank, does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.

II. **Information regarding RFP will also be available on CPP Portal <https://eprocure.gov.in/cppp/> and no paper publication will be done for Clarifications, Modifications and Date of Extensions. However, Clarifications, Modifications and Date of Extensions if any, will be published in website: <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.com/INDBANK> only.**

1. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.

2. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.

III. The RFP document (along with addendums, if any) needs to be signed and stamped by the authorized signatory of Bidder and it must be submitted along with the relevant documents as an evidence of having read and understood the contents of RFP and its addendums (if any).

IV. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by:

General Manager
Digital Business and Fintech Partnership Department,
Indian Bank, Head Office, Second Floor,
66, Rajaji Salai, Chennai – 600 001

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

SCHEDULE [B] GLOSSARY OF TERMS

i) Following terms are used in the document interchangeably to mean:

1. Bank refers to “Indian Bank (IB)” including its Branches, Administrative offices, processing centres/HUBS, cells and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks).
2. Recipient, Respondent, Bidder, Applicant, Fintech Company means the respondent to the RFP document submitting their proposals for this RFP.
3. RFP means the “Request for Proposal” document.
4. Proposal, Bid means “Response to the RFP Document”.
5. Tender means RFP response documents prepared by the Bidder and submitted to “Indian Bank”.
6. Selected bidder and the Bank shall be individually referred to as “party” and collectively as “parties”. The terms, Successful bidder and the Bank are also referred as Supplier/ Service provider and Purchaser respectively.
7. The term “Bid” & “Quote/ Quotation” bears the same meaning in this RFP.
8. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.
9. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

ii) Other Terms and abbreviations:

Sl. No.	Terms used in the RFP	Terms and abbreviations
1	GOI	Government of India
2	RBI	Reserve Bank of India
3	IBA	Indian Banks’ Association
5	GFR	General Financial Rules
5	UI/UX	User Interface / User Experience
6	MVP	Minimum Viable Product
7	SIEM	Security Information and Event Management
8	POA	Power of Attorney
9	IMPS	Immediate Payment Service
10	NEFT	National Electronic Funds Transfer
11	RTGS	Real Time Gross Settlement
12	CTS	Cheque Truncation System

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

13	NACH	National Automated Clearing House
14	IEM	Independent External Monitor
15	DPIIT	Department for Promotion of Industry and Internal Trade
16	MSE	Micro and Small Enterprises
17	MSME	Micro, Small & Medium Enterprises
18	LLP	Limited Liability Partnership
19	OEM	Original Equipment Manufacturer
20	EMD	Earnest Money Deposit
21	WCS	Weighted Commercial Score
22	WTS	Weighted Technical Score
23	SOW	Scope of Work
24	TCO	Total Cost of Ownership
25	API	Application Programming Interface
26	EFRMS	Enterprise Fraud Risk Management System
27	DCOE	Digital Centre of Excellence
28	PBG	Performance Bank Guarantee
29	CASA	Current Account Savings Account
30	PAN	Permanent Account Number
31	JSON	JavaScript Object Notation
32	XML	eXtensible Mark-up Language
33	ISO	International Organization for Standardization
34	ETL	Extract, Transform and Load
35	VKYC	Video Know Your Customer
36	GST	Goods and Services Tax
37	FAQ	Frequently Asked Questions
38	LMS	Lead Management System
39	LOS	Loan Origination System
40	GSTIN	Goods and Services Tax Identification Number
41	AE	Amalgamated Entity
42	AL	Artificial Learning
43	AMC	Annual Maintenance Charges
44	ATS	Annual Technical Support
45	Bank/IB	Indian Bank
46	BFSI	Banking, Financial Services and Insurance
47	BG	Bank Guarantee
48	BPD	Business Process Definition
49	BRD	Business Requirement Documents
50	CIT	Component Integration Testing

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

51	CMS	Cash Management Services
52	DC	Data Centre
53	DL	Deep Learning
54	DWH	Data Warehouse
55	RFP	Request for Proposal
56	E2E	End to End
57	FI	Financial Institution
58	FTP	Fund Transfer Pricing
59	GST	Goods & Service Tax
60	HR	Human Resources
61	ICT	Information and Communication Technology
62	IPR	Intellectual Property Rights
63	IVA	Intelligent Virtual Assistant
64	KYE	Know Your Employee
65	ML	Machine Learning
66	NDA	Non-Disclosure Agreement
67	NSIC	National Small Industries Corporation Limited
68	OSD	Original Solution Developer
69	OEM	Original Equipment Manufacturer
70	PBG	Performance Bank Guarantee
71	PM	Profitability Module
72	PO	Purchase Order
73	PSB	Public Sector Bank
74	PSU	Public Sector Undertaking
75	RFQ	Request for Quote
76	SIT	System Integration Testing
77	SLA	Service Level Agreement
78	SOP	Standard Operating Procedure
79	SRS	System Requirement Study
80	SSL	Secure Sockets Layer
81	TCO	Total Cost of Ownership
82	TDS	Tax Deducted at Source
83	TO	Technical Offer
84	UAT	User Acceptance Testing
85	VAPT	Vulnerability Assessment and Penetration Test

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

Confidentiality:

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

SCHEDULE [C] DISCLAIMER

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

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

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the bidders or any of their respective officers/ employees or published in the Bank’s website / e-procurement 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 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.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

SCHEDULE [D] GENERAL INFORMATION

Indian Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for identification of a Bidder (Service Provider) for Empanelment of Fintech companies for providing software applications/solutions & support services.

Shortlist of Bidders shall be prepared after evaluation of the 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 the Bank’s website www.indianbank.in or <https://www.tenderwizard.com/INDBANK> and alternatively hard copies of the document can be obtained from Indian Bank Head Office, Digital Business & Fintech Partnership Department, 2nd Floor, 66 Rajaji Salai, Chennai – 600001 on payment of the cost of RFP and on request by mailing to cofintech@indianbank.co.in

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

Schedule [E] Overview of Indian Bank

Indian Bank, with Corporate Office in Chennai was established as part of the Swadeshi Movement on August 15, 1907. Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1st April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14/02/2021. In the last 117 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, Bank fine-tuned its strategies and undertook several structural and operational changes and earned a coveted position in the Indian banking industry. Bank's foremost priority has been to serve the people and its nation.

The Bank has 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 Pudevai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

Bank has empanelled more than 130 Fintech partners through an RFP process in the last financial year.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

SECTION – I

REQUEST FOR PROPOSAL (RFP)

Indian Bank (“The Bank”) is interested in identifying Fintech Companies (Fintechs) for Empanelment for providing software applications/solutions & support services.

Banking industry has evolved and are offering various third party banking and beyond banking products like Personalised/Privilege Banking Solutions, Customized Merchant Solutions, Wealth Management Solutions, Payment collection solutions, Marketplace, embedded finance and other third party products to customers through partnership/engagement with Fintech firms. To increase the Bank-Fintech partnership/engagement, the Bank’s aim is to enable Bank Digital Channels as a platform for on-boarding large number of Fintech companies for providing various solutions/digital products to customers.

For this purpose, Bank invites proposal from Bidders who are interested in participating in this RFP, fulfil the eligibility criteria mentioned in this RFP and also in a position to comply with the technical requirement as mentioned in Project Scope. Apart from the above, Bidder must also agree to all our terms & conditions mentioned under this RFP. The categories and sub-categories of empanelment are mentioned in the SECTION - III. Bank reserve the right to modify/ change the categories and sub-categories at any phase of this empanelment process. Post completion of this RFP, Bank would be empanelling the Fintech companies who have successfully qualified based on the eligibility, Evaluation criteria and fulfils the mentioned Terms and Conditions. This RFP shall not define project specific terms and guidelines.

1. As per Section-V - Technical & Functional Specifications to be uploaded online duly signed by the Authorized Signatory under the seal of the Bidder/ firm in every page. The bidder also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection
2. Bank has the right to accept or reject any quotation/cancel the empanelment/ e-tender process at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.
3. **MAKE IN INDIA**
 - a. Government has issued Public Procurement (Preference to Make in India) [PPP-MII] Order 2017 vide the Department for Promotion of Industry and Internal Trade (DPIIT) Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and subsequent revisions vide Order No. 45021/2/2017-PP (BE-II) dated 16-9-2020 to encourage ‘Make in India’ and to promote manufacturing and production of goods, services and works in India with a view to enhancing income and employment. Preference will be given with the criteria laid down by Bank and as per procedures laid down in Public Procurement (Preference to Make in India) issued by GOI. The guidelines under PPP-MII order and subsequent revisions as

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

mentioned above shall be applicable subject to bidder submitting with Class-I/Class-II local content certificate for the quoted product. Bidder has to submit the self-declaration in the format (Annexure - VIII) in compliance of the Make in India guidelines. After empanelment and during the project finalisation stage the bidder may be required to provide a certificate from the auditor as defined in clause “verification of local content” of the PPP-MII order.

- b. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. The Fintech companies to submit declaration for claiming MSE Benefits as per Annexure-VI.

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

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

However, above condition shall not apply to Fintech companies from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).
“The empanelled Fintech partner/vendor shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority”

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

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

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

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

"Beneficial owner" will be as under:

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

Explanation

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

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

5. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

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

After evaluation, intimation on the next process will be given to all qualifying bidders. A Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure has to be submitted.

Existing empanelled Fintech Partners of the Bank need not apply for the same category under which they are currently empanelled.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

SECTION-II INSTRUCTIONS TO BIDDERS

1. Introduction

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

2. Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held through physical/Video Conference/ Skype/ Web-ex mode on **28/11/2024 at 11:00 AM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **27/11/2024**.

Email id: **cofintech@indianbank.co.in**

In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e. **Rs. 5,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed in point no. 8 of schedule [A - Important Dates and Information on RFP Submission]. Bidders have to ensure that cost of bid document i. e. Rs. 5,000/- has already been remitted to the account as mentioned in point no. 8 of schedule [A], or submitted by way of demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

Digital Business and Fintech Partnership Department
Indian Bank, Head Office, Second Floor,
66, Rajaji Salai, Chennai – 600 001

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/ online mode (as mentioned under point no. 8 of schedule [A]) apart from uploading the scanned DD/ Proof of e-transfer document during e-tendering.

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

<https://www.indianbank.in>

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

3. Amendment of bidding documents

- 1.1 At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
- 1.2 All prospective bidders who are eligible for pre-bid meeting, will be communicated of the details of amendments and clarifications. Signed copy of the amended document should form part of the Bid. The amendments if any, will be published in Bank website and will form part of the Bidding document.
- 1.3 The bid submitted cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

4. Submission of Bid

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

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

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

5. Clarification of Bids

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

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information is provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank reserves the right to accept or reject any/all tender in whole or in part without assigning any reason whatsoever. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

6. Cost of Bid Document

Cost of Bid Document amounting to **Rs. 5,000/- (Rupees Five Thousand only)** is to be submitted along with bid in the form of DD favouring Indian Bank, payable at Chennai, if not

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

participated in the pre-bid meeting, or through electronic transfer as detailed in point no. 8 of schedule [A].

MSE/ NSIC registered bidders are exempted from submitting the bid cost. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with declaration as per Annexure – VI duly signed by company secretary/ Director of the concerned enterprise.

7. Evaluation Criteria

Sr. No	Parameters	Sub- Parameter	Max Marks
1	Company Profile	Years of Operation	Marks
		1-3 years	2
		> 3 years	4
		Office Location	Marks
		At Chennai, Mumbai, Bengaluru, Kolkata, Pune, Hyderabad & Delhi-NCR	4
	Other locations	2	
2	Implementation Experience (Purchase Order along with Completion certificate to be submitted)	Total no. of projects executed/ implemented/ completed under the applied category as on date of RFP	Marks
		> 3	12
		2 to 3	8
		1	5
3	Employees on Rolls (Domain Professionals) Self declaration to be submitted.	HR strength- % of Skillset (Total Domain Professional on Payroll/Total employees on Payroll)	Marks
		Marks More than 30 %	5
		20% to 30 %	3
		10% to 20 %	2

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

4	Presentation/Demo	The presentation/Demo to cover the following areas: (i) Company Profile (ii) Specific area as mentioned in the section III (iii) Demo on projects/use cases / solutions / products / services (iv) Architecture - Deployment Type / System Compatibility / Infrastructure (v) Support services – Service Level Agreements (SLAs) / Troubleshooting / Customer Service / IT resilience. (vi) Technology Channels (vii) IT security & Data protection. (viii) Payment security mechanism (ix) HR strength focusing on skillset/domain (x) Any other relevant areas	25
Total Marks			50

A bidder scoring 50% or more marks in evaluation criteria may be empanelled by the Bank for 3 (three) years from date of empanelment subject to fulfilment of all the eligibility criteria's and other terms of this RFP and its amendments.

Bank will carry out empanelment as per the Bank's requirement.

8. **Eligibility Criteria**

Bank is looking for eligible Fintech companies for Empanelment of Fintech companies for providing software applications/solutions & support services. Only those Fintech companies who fulfil the following criteria are eligible to respond to the RFP. Offers received from Fintech companies who do not fulfil any of the following eligibility criteria are liable for rejection.

Existing empanelled Fintech Partners of the Bank need not apply for the same category under which they are currently empanelled.

The Fintech companies/bidders must fulfil the criteria mentioned in the table below in order to bid for this RFP:

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

Sl. No.	Eligibility Criteria	Supporting Documents
1.	<p>The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and been in operation in India for at least 3 years as on date of publishing RFP.</p> <p>Relaxation only for MSE/Start up:</p> <p>The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India and been in operation in India for at least 2 years as on date of publishing RFP.</p>	<p>Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of Memorandum and Articles of Association/ Partnership Deed to be submitted along with GST registration certificate.</p> <p>For Start-up</p> <p>In addition to the above mentioned Certificate of Incorporation, bidder has to submit "Certificate of Recognition" as a 'Start-up' from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) either as per Notification Number G.S.R. 180 (E) dated 17th February, 2016 or G.S.R. 501(E) dated 23rd May, 2017, or G.S.R 127 (E) dated 19/02/2019 OR it should be in the process of applying for the same, and will submit the certificate before the formal engagement with the bank.</p> <p>For MSE</p> <p>In addition to the above mentioned Certificate of Incorporation, bidder has to submit "Udyam Registration Certificate.</p>
2.	<p>The bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. (or)</p> <p>The bidder is from such a country and has been registered with the Competent Authority i. e. the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.</p>	<p>Undertaking as per Annexure-VII to be submitted.</p>

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

3.	<p>The bidder must have an average turnover of minimum Rs.2 crores during last 03 (three) financial year(s) i. e. FY 2023-24, FY 2022- 23 and FY 2021-22 for its Indian operations.</p> <p>Relaxation only for MSE/Start up:</p> <p>The bidder must have turnover of minimum Rs. 1 crore during last 2 (two) financial year(s) i. e. FY 2023-24, FY 2022-23 for its Indian operations.</p>	<p>Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed.</p>
4.	<p>The net worth of the bidder should be positive during last 3 Financial Years (i.e. 2021-22, 2022-23 and 2023-24)</p> <p>Relaxation only for MSE/Start up:</p> <p>The net worth of the bidder should be positive in the Financial Year (i.e. FY 2023-24)</p>	<p>Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.</p>
5.	<p>The bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid.</p>	<p>A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same as per Annexure-II.</p>
6.	<p>Bidder should not be insolvent, in receivership, Bankrupt, or being wound up.</p>	<p>Self-Declaration on Bidder's Letterhead signed by the authorized signatory.</p>
7.	<p>Bidder should have experience of minimum 2 years as on the date of RFP in providing similar services for which the bidder is submitting the bid.</p> <p>Relaxation only for MSE/Start up:</p> <p>Bidder should have experience of minimum 1 year as on the date of RFP in providing similar services for which the bidder is submitting the bid.</p>	<p>Copy of the purchase order and / or Certificate of completion of the work. The Bidder should also furnish letter from the institution quoting the period and nature of services provided. Details to be furnished as per Annexure-XII.</p>
8.	<p>The proposed Fintech solution (Applied category of Fintech Solution – Section III) should have been</p>	<p>The bidder to submit copy of the Purchase Order & Satisfactory letter to the effect that the solution is</p>

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

	implemented for at least one registered organisation/company/institution The platform should be in use /live as on date of publishing RFP.	implemented and working satisfactorily from the respective organisation/company/institution
9.	The bidder shall be the OEM/ authorized implementation partner for supply of Licenses and solution implementation and maintenance support under warranty/ AMC of the proposed solution. Bidder should have its office in India. This should be an establishment not created for the submission of this Bid.	Bidder should specifically certify in this regard on company letter head.
10.	The bidder should have at least 20 technical resources in India (10 Technical resources for start-up/MSE) on its roles across areas such as Technical Architecture, Engineering/ Development/ Testers, Design Engineers, Business Analyst (in Banking Domain etc.) – as on the date of RFP.	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.
11.	The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy by RBI,SEBI,IRDAI and any other regulatory authority of India	Self- undertaking on company's letter head and demo/presentation during the evaluation
12.	There should be adequate safeguards built in its IT systems to ensure that it is protected against unauthorized access, alteration, destruction, disclosure or dissemination of records and data.	Cert-in Empanelled auditor's report for VA & PT mentioning the clause is required to be submitted along with the bid. Or If solution is hosted at customer site, certificate stating security clearance (eg. VA and PT) from customer can be provided. In case of non-availability of the Cert-in Empanelled auditor's report/security

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

		<p>clearance certificate from customer, the bidder needs to submit a self-declaration on company's letter head stating the same and need to submit Cert-in Empanelled auditor's report at the time of project specific engagement.</p> <p>Post Empanelment, for any project specific engagement Bank may ask other security clearance reports/documents (eg. Source Code Audit report etc.). Preference will be given for ISO27001:2022 certified companies.</p>
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Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The 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.
- Scheduled commercial banks in India includes Public Sector Banks, Private sector Banks, Small Finance Banks, Payments Banks, Foreign banks in India and Regional Rural Banks as per the latest list published by RBI.
- The proposed solution quoted in this RFP may or may not be the same version of the solution implemented in other organisation/company/institution.

9. Evaluation Criteria

- During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time limit indicated in the letter / email seeking clarification/ explanation.
- In addition to the above, bidder shall arrange for site visits (if required) for Bank's team, where the bidder's software is already functional / implemented.
- The condition of prior turnover and prior experience may be relaxed for MSE and Start-ups (as defined by Government guidelines) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document.

10. General Evaluation Criteria

- The Bank will examine the bid to determine that it is complete in all aspect, duly authenticated by the bidder and fulfilling the requirements stated in the bid document.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

- b) The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- c) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. The quote shall conform to all the terms and conditions of the bid documents without material deviations.
- d) Bidders can apply for empanelment under either one sub-category, multiple sub-categories or all the sub-categories from the Section –III, depending on the eligibility/ experience of the bidder.
- e) In case of any requirement, Bank reserves the right to go for further evaluation through a limited tender process with the empanelled vendor/s (Bidder) who have developed or have the ability to develop the required solution but not empanelled in the specific category during the empanelment process.

11. Proposal Process Management

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

Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations, demos, and any other meetings during the process.

12. Liabilities of the Bank

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

13. Bid and Proposal Ownership

The Bid submitted and all supporting documentation/ templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia causes the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned. If related parties (as defined below) submit more than one bid for the same category/sub-category, then both /all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

Invitation of Tender Bids

1. This RFP is an invitation for bidder responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the RFP process unless and until a formal contract is signed & executed by duly authorized officers of the Bank and the vendor. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the vendor.
2. Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish any information required by the RFP document or to submit a bid not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in the rejection of its bid. The procedure and terms & conditions for submission of bid are enumerated in this RFP.
3. All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.
4. **Non-Transferable Offer** This RFP is not transferable. Only the bidder who has submitted the bid will be eligible for participation in the evaluation process.
5. **Responsibility for Completeness** Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, configuration, testing, commissioning, performance or completeness of the order, in accordance with the categories and sub-categories mentioned herein, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions. The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise, accepted by the Bank or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the Bank.
6. The Document can be downloaded from Bank's Website <https://www.indianbank.in> or <https://www.tenderwizard.com/INDBANK>

14. Modifications and Withdrawals of Bids

- No bid can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of bids.
- No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, default bidder will be suspended from participating in future tenders of bank.
- No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

15. RFP Response

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

16. Governing language

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

17. Registration in Tender wizard portal and GeM portal.

Bidders are required to register them in Tender wizard portal for participation in this RFP. For project specific requirements, all bidders need to be registered in GeM portal. If Bidder is already registered in GeM portal, then he has to provide the detail of the GeM seller ID. Non-registered bidders must register themselves in GeM portal within 30 days from the date of empanelment and an undertaking for the same is to be submitted with the bid document of this RFP.

Ref: CO/DB&FP/1606/R1/2024-25

Date: 20/11/2024

SECTION – III

Categories and Sub-categories of empanelment

S.no.	Category of Fintech Solution	Sub-Categories / Use Cases
1.	Digital Journeys solution provider	<ul style="list-style-type: none"> Bank's digital journeys (Asset & liability). On-boarding of customers. Digital Journeys and use cases based on emerging technology such as Block chain, DLT technology-based solutions, Virtual Reality / Metaverse / AI and Generative AI / Machine Learning and Analytical model for Banking. Account Aggregator Digital Journeys based on local languages. Consent & Communication management solution. Application can be accessible from Web Mobile, Tablet, etc. Web application should be compatible with all browsers.
2	Digital Solution for emerging products and Banking process automation	<ul style="list-style-type: none"> Buy now Pay Later, Travel now Pay Later. QR code (dynamic or static). e-RUPI Prepaid Instruments/Card Solutions (NCCM Travel Card, General Purpose Card, Gift Card etc.) Embedded Finance Clearing house POS Fastag Govt. Schemes Co-lending Payment processing Video KYC CKYC, eKYC Solutions Clearing solutions (i.e NACH) CTS Solution for Sub Member Banks Payment solution for Sub Member Banks Banking process automation Solutions for Sub Member Bank-On boarding, Integration, Switching (RTGS/NEFT/IMPS/UPI/ATM & Other Digital channels), Reconciliation and Accounting.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

3	Digital Payment Solution provider	<ul style="list-style-type: none"> • Payment gateways • Offline Payment Solutions • Digital Wallet / New Online Payment solutions • CBDC (Central Bank Digital Currency) based solutions • Web/Mobile based solution for Business/ corporates. • OCR, pattern recognition, Wet signature solution, Passport and VISA verification etc. • Solution / Application for Crowdfunding • Smart Payment solutions via NFC/RFID/ Blockchain • Virtual Account
4	Forex Solutions	<ul style="list-style-type: none"> • Foreign Inward / Outward remittance solutions for ETB / NTB customers. • Trade Finance & solution for Corporates. • Forex prepaid card.
5	Merchant Solution Provider	<ul style="list-style-type: none"> • Digital Merchant Onboarding / Acquisition Solution • Customized Merchant Payment Solution • Collection Solution (i.e fees, charges, bills etc.) • Merchant Aggregator • Merchant Catalogue Management • Merchant ERP solution provider • SI and e-Mandate Solution
6	Omnibus Workflow solutions provider	<p>Development, customization, integration and maintenance of omnibus workflow solutions such as,</p> <ul style="list-style-type: none"> • Customer on-boarding solution. • Customer Engagement Solution. • Customer Authentication solution
7	Marketplace connector solutions	Fintech providing integration with the Marketplace like National Portals, GST Sahay, PSB Loans, e-commerce etc. Enable bank to build own/ in-house marketplaces for sale and purchase.
8	Aggregator	Fintech working as aggregators.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

9	Fintech Solution Developers (Wealth)	<p>Development, customization, integration and maintenance of Fintech Solutions such as</p> <ul style="list-style-type: none"> • New customer sourcing solutions. • Wealth Management solutions • Insurance aggregator solutions • SIP / MF solutions • Digital Gold solutions • Securities (i.e loan against shares etc.) Solutions • Digital Marketplace for Wealth Management Products / services
10	Beyond Banking Solution Provider	<ul style="list-style-type: none"> • Software solutions (web based or mobile or both) for Societies, Temples/trust, Dairy, Fees collection, HRM, Educational institutions, Tourism etc. • Collection and management of the government departments fund • Credit Score • ERP • Tax Return filing services • Accounting Tools • Donations • Budget allocation & fund management system and Dashboard for SNA & CNA • Digital Marketing • UI/UX • Digital Campus solution • Agri-tech Solution
11	Adaptive Authentication Solution	<ul style="list-style-type: none"> • Providing adaptive authentication solution based on various attributes like device fingerprint, geo-location, behavioural data etc. Biometric authentication (finger print/IRISScan/ Face recognition etc.) solution for Digital Channels.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

12	Digital Solution for Corporates / Partnerships	<ul style="list-style-type: none"> • Digital Solutions for Corporates/MSME to be enabled through Mobile / Web application for providing various banking and beyond banking services like <ul style="list-style-type: none"> • Customer On boarding and registration • Integrated dashboard • Beneficiary management, Fund transfer and Fund management • Sales / Collection management • Purchase / Expenses management • Product / inventory management • Payroll Management • Billing & Invoice Management • Forecasting (Sales & Collection) • Reports / MIS Generation • PoS and other Digital Chanel Integration • Prepaid card program managers • Credit card program managers
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1. Period of Validity of Bids

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

2. Authorization to Bid

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

3. a) Empanelment Period, Review

The empanelment will be valid for a period of 3 years from the date of acceptance of empanelment letter/order. Irrespective of the period, all the terms and conditions of the empanelment will deem to be applicable until close of assigned projects, and hence company deploying resources should ensure the resources availability until completion of the work in hand or till the extended period

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

as per the project terms and conditions. The review of empanelled vendors may be conducted at an interval decided by the Bank, and the Bank may revisit any of the condition of this empanelment during review.

b) Augmentation

The Bank as per its requirement and discretion, may at any time add Fintech companies in the empanelled list who qualify and satisfy the terms and conditions of the original RFP and its addendums. Any communication regarding the same will be published on the Bank's website only. The empanelment terms conditions will be as per the original RFP and its addendums unless specifically mentioned. Bank can empanel these Fintech companies for remaining empanelment period i.e co-terminating with end date of empanelment period.

a) De-empanelment

The Bank at its discretion may remove any of the bidders from its panel based on the review. Bank shall also have the right to cancel the panel at any time during the empanelment period. However, termination of any contract accorded to the bidder post empanelment will be as per the terms and conditions of the contract or SLA of the particular project.

4. Sub-Contracting

The successful bidder will not subcontract or delegate or permit anyone other than the bidders' personnel to perform any of the work, service or other performance required of the supplier in the particular agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.

5. Jurisdiction and Applicable Law

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

6. Bank's right to accept or reject any bid or all bids

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

7. Limitation of Liability

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including death) and damage to real property and tangible property caused by vendor' or its employee/ agents.

If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend the bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

8. Indemnity clause

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

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

9. Disclaimer

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

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

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP does not claim to

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

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

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

10. Patent Rights

The empaneled fintech partner shall indemnify the Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or software or hardware or any part thereof. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the empaneled vendor shall act expeditiously to extinguish such claims. If the empaneled vendor fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the empaneled vendor shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Fintech partner of such claims, if it is made, without delay by fax/e-mail/registered post.

11. IT Act 2000

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

12. Intellectual Property Rights (IPR)

While the empanelled Fintech partner/ OEM shall retain the intellectual property rights for the application software, it is required that empanelled Fintech partner shall grant user-based annual subscription license/perpetual license to the bank for the bank's exclusive use without limitation on the use of those licenses.

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

Bidder warrants that the inputs provided and/or deliverables supplied by them does not and shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

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

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

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

13. Signing of Contract Form and NDA

If any contract is awarded to the empanelled fintech partner for a specific project, the fintech partner shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-V) and return it to the Bank within 15 days after the project-specific contract is awarded.

14. Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

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

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

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

- a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).
- f) Notwithstanding any reference to arbitration herein,

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

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

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

15. Termination for Convenience

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

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

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

16. Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 90 days' or as per project requirement written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the empaneled Fintech partner fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- b. if the empaneled Fintech partner fails to perform any other obligation(s) under the Contract.
- c. If the empaneled Fintech partner, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of Empaneled Fintech partner revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

‘For the purpose of this clause:

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

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

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

17. Termination for Insolvency

If the successful bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the empanelled Fintech partner is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over in part of its undertaking or assets, or if the empanelled Fintech partner takes or suffers any other analogous action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the empanelled Fintech partner.

If the contract is terminated by the Bank in terms of this clause, termination will be without compensation to the empanelled Fintech partner 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.

In case the termination occurs before implementation of the project/ delivery of goods/services in full, in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the empanelled Fintech partner.

18. Force Majeure

The empanelled Fintech partner shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond reasonable control of the empanelled Fintech partner and not involving the

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

empanelled Fintech partner's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Empanelled Fintech partner shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Empanelled Fintech partners shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

19. **Termination of Empanelment**

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

- a) The empanelled vendor commits a material breach of any of the terms and conditions of the bid.
- b) The empanelled vendor goes into liquidation voluntarily or otherwise. In such case, the source code and other developments in software, etc. will become proprietary of the Bank.
- c) The empanelled vendor does not participate in consecutive 3 RFQs for which he is otherwise eligible.
- d) An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- e) The progress regarding the execution of the order accepted by the empanelled vendor is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the empanelled vendor is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- f) Non-satisfactory performance of the empanelled vendor during implementation and operation.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

- g) An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- h) Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- i) Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the empanelled vendor.
- j) Successful bidder is found to be indulged in frauds.
- k) The bank suffers a reputation loss on account of any activity of empanelled vendor or penalty is levied by regulatory authority.
- l) In the event of sub contract or assignment contrary to the terms of agreement.
- m) In the event of termination of the project specific contract.

20. **Confidentiality**

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

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

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

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

21. **Negligence**

In connection with the work or contravenes the provisions of other Terms, if the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the successful bidder calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, the Bank shall have the right to cancel the Contract holding the successful bidder liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder.

22. **Amalgamation**

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

24. **Other Terms and Conditions**

- The relationship between the Bank and the empaneled Fintech partner/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and empaneled fintech partner/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- The empaneled fintech partner/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the empaneled Fintech partner/Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the empaneled Fintech partner/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the empaneled Fintech partner/Service Provider shall be paid by the empaneled Fintech partner/Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the empaneled Fintech partner's/Service Provider's employees, agents, contractors, subcontractors etc. The empaneled Fintech partner/Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

action of empaneled fintech partner/Service Provider's employees, agents, contractors, subcontractors etc.

- The cost of preparing the proposal, including visits to the Bank by the bidder, is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorized Signatory (Power of Attorney (POA) proof to be submitted). A certificate of authorization should also be attached along with the bid.
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- Any additional or different terms and conditions proposed by the bidder would deem to be rejected unless expressly assented to in writing by the bank.
- Bank reserves the absolute right to reject any bid if the same is not in accordance with its requirements and no further correspondence, whatsoever, will be entertained by the Bank in the matter.
- Project specific bid should specify single solution which should meet the specifications mentioned in RFQ and should not include/suggest any alternatives
- To assist in the scrutiny, evaluation and comparison of offers Bank may, at its discretion, seek clarification from the bidder. The request for clarification and the response shall be in writing/through e-mail and no change in the price or substance of the bid shall be sought, offered or permitted.
- In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof, the bidder shall act expeditiously to extinguish such claims. If the bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post
- The bidder shall submit a non-disclosure agreement duly signed by authorised signatories.

25. GENERAL TERMS AND CONDITIONS

25.1 Rejection of Bids

The Bank reserves the right to reject the Bid if,

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned above including non-payment of the bid cost.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

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

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

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

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

Proposals received by the Bank after the specified time on the last date shall not be eligible for consideration and shall be summarily rejected.

In case of any change in timeline, the same shall be updated on the Bank’s website and shall be applicable uniformly to all bidders.

25.2 Representation and Warranties

The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

- iv. That there are –
 - (a) no legal proceedings pending or threatened against Bidder or any sub-Bidder/third party or its team which adversely affect/may affect performance under the Contract; and
 - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or
 - c) Will violate any provision of the Memorandum and Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability, or admissibility in evidence of the Contract have been made.
- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.

- xii. Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

25.3 Relationship of Parties

- i. Nothing in the Contract constitutes any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank and Bidder and /or its employees.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.
- v. The Successful Bidder shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

25.4 No Right to Set Off

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under the agreement to the Bidder for any payments receivable under and in accordance with that business.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

25.5 Publicity

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

25.6 Conflict of Interest

The Bidder shall disclose to the Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the services / appointment as soon as practical after it becomes aware of that conflict.

25.7 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

25.8 Notices and Other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email. (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

25.9 Severability

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

SECTION - IV

INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

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

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in point no. 3 of schedule, however physical documents, to be submitted offline, can be submitted on the next working day up to 03.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

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

The following steps are to be followed during the registration process

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

Support to the Bidder for participating in the reverse auction & support required if any for online bid submission through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

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

Support Desk Contact Details

M/s. Antares Systems Limited
#137/3, Honganasu, Kengeri,
Bangalore Mysore Road, Opposite KMS Coach Builders, Bangalore– 560060.
Support Contact No. 080-40482100, 9731967722, 8951944383
Support Email: gunaseelan.m@antaressystems.com

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

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

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

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

2.4. BID RELATED INFORMATION

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

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

2.5. OFFLINE SUBMISSIONS

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

- a. DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 8)

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

2.6. OTHER INSTRUCTIONS

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

SECTION-V

Technical and Functional Requirements

Date:

The Asst. General Manager
Indian Bank, Head Office,
Digital Business and Fintech Partnership Department,
66, Rajaji Salai
Chennai-600001

Dear Sirs,

Sub: Request for Proposal for *Project Name*.

Ref: Your RFP No. *CO/DB&FP/1606/R1/2024-25* dated 20/11/2024

Referring to your above RFP, we submit the details of the fintech solutions proposed in response to the above referred RFP:

Sl. no.	Category of Fintech Solution	Solution – Sub Category / Use Case	Name of proposed solution and brief details (Major functionalities /modules/platforms etc.)
1.	Digital Journeys solution provider		
2	Digital Solution for emerging products		
3	Digital Payment Solution provider		
4	Forex Solutions		
5	Merchant Solution Provider		
6	Omnibus Workflow solutions provider		
7	Marketplace connector solutions		
8	Aggregator		
9	Fintech Solution Developers (Wealth)		
10	Beyond Banking Solution Provider		

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

11	Adaptive Authentication Solution		
12	Digital Solution for Corporates/ Partnerships		

TECHNICAL/ FUNCTIONAL SPECIFICATIONS:

Compliance to the detailed technical and functional specifications will be submitted as and when solution-specific proposals are invited by the Bank

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

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

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

For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

SECTION-VI

Project Specific / Post Empanelment Guidelines.

Through this Request for Proposal (RFP), Bank envisages to empanel Fintech companies for various requirements of the Bank. Preferably, limited tender option will be used for selecting vendor from empanelled Fintech companies. The selection shall be based on the requirements of the Bank and availability of such experience and expertise with the bidder.

This RFP defines the terms and conditions for empanelment of Fintech Companies and does not define project specific terms and conditions. They shall be specified in the Limited Tender Enquiry/Request for Quote (RFQ) documents issued to the empanelled vendors for the specific requirement. Some of these terms & conditions are listed below:

- i. Project Specific eligibility criteria and experience.
- ii. Timeline for Bid Submission
- iii. Deployment/Development/Implementation Schedules
- iv. Deploying resources based on Bank's requirement.
- v. Warranty and AMC/ATS Terms
- vi. Penalty & Liquidated Damages
- vii. Earnest Money Deposit
- viii. Performance Bank Guarantee terms
- ix. Service Level Terms and Conditions
- x. Scope of the Project
- xi. Specific legal terms
- xii. Payment terms
- xiii. Monitoring/Audit/ Inspections and Test related terms
- xiv. Exit Clause
- xv. Any other project specific terms & conditions

1. Once Fintech firms are empanelled, for any project requirement, proposal will be invited from the empanelled Fintech companies specialising in the domain/area of fintech collaboration. Bank may ask to submit commercial quote/bid through closed commercial bid process or Reverse Auction based or Quality-cum-Cost based Selection (QCBS) or any other process as decided by the Bank at that point of time

2. Bank can go for limited tender process with the empanelled vendors for any new future requirement, which is not mentioned in the list/categories mentioned in Section III. In order to achieve this objective, the empanelled vendors would be encouraged to inform the new capabilities they would have developed post their empanelment.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

3. Augmentation of vendors in the empanelled list will be as per the Bank's requirement and discretion.

No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the process for selection/engagement of the vendor for specific project.

4. Earnest Money Deposit & Performance Bank Guarantee

This being an RFP for empanelment of Fintech companies, no EMD / PBG is prescribed for this Empanelment of Fintech companies for providing software applications/solutions & support services.

However, project specific EMD/PBG and any other requirement will be applicable at the time of engaging the fintech companies for the respective project.

5. Use of Contract Documents and Information

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

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

6. Payment Terms

This RFP is for this empanelment. The payment terms and conditions will be as defined as per the specific project requirements.

7. Service Level Agreement (SLA)

Project specific SLA will be shared with the Successful bidder along with Purchase order.

Depending on the project specific requirements, respective agreements/contracts, SLA and NDA shall be executed between the Bank and successful bidder(s) a part of the contract. Depending on the requirement, Bank may enter into a Tri-partite agreement among Bank, successful bidder (Fintech partner) and the customer who is being offered the solution/service.

Successful bidder has to submit the proof of source code audit (Annexure-IX) for the particular project that the code developed is free from any known vulnerabilities and standard coding practice including proper version control is followed during development of the code.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

8. Coverage of Successful Bidder under the EPF & MP Act 1952 Employees' Provident Funds and Miscellaneous Provisions Act, 1952

The Successful bidder (Project specific) has to submit necessary details of all the outsourced employees for any type of services engaged either through contractors or directly whenever required by the Bank. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted on the Bank's request.

9. Minimum Wages Act

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder (project specific) shall submit a confirmation/undertaking on their company letterhead signed by authorized signatory.

10. Information Security Related Guidelines

- All the patches/ fixes/ updates, minor version upgrades of all the software components released by the OEM during the contract period should be provided. The Bidder should ensure implementation of all the patches/ fixes/updates and minor version upgrades in the production environment to the latest version during the contract period, without any additional cost to Bank.
- All software installed must be maintained with latest patches (Application, OS, Security etc) and fixes free from any known bugs, vulnerabilities, etc. Certificate for the same should be submitted half-yearly to Bank by the successful bidder.
- Vendor to provide inventory of all software used in their system.
- During the contract period, all regulatory / statutory/ security requirements/ modifications to existing solution (or their component) should be done without any additional cost to the Bank.
- Necessary support should be provided to the Bank's internal / external auditors for conducting internal / external Vulnerability Assessment & Penetration Testing on the solution supplied, as desired by bank.
- Closure of all VAPT/ Information Security (IS) Audit observations pertaining to the proposed solution within time frame stipulated by Bank without any additional cost to the Bank. The observations may be made at any frequency by the bank or bank appointed external system audit team.
- Track all third-party frameworks/APIs used in the application for security patches and perform upgrades as they are released.
- Any implementation forming part of statutory/ regulatory changes as required under the directives of Government of India (GOI), Reserve Bank of India (RBI) etc. should be carried out without any cost to the Bank.
- The bidder to provide full support in implementation and maintenance for the open-source technologies with Enterprise support for entire contract period.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

- The bidder to provide the list of all open-source libraries being used in the platform. None of these should consist of any malicious code/script. All such libraries/code to undergo Static App Security Testing - Static Code Analyzer SAST scan by the bidder. The Bank will engage external IT Security agencies for VAPT in case of the said software.
- The Platform / software developed or customized should follow a standard development process to ensure that it meets functional, security, performance & regulatory requirements of the Bank.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

SECTION-VII

ANNEXURE-I

Bid Form

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

Date: _____

To

The Asst. General Manager
Indian Bank, Head Office,
Digital Business and Fintech Partnership Department,
66, Rajaji Salai Chennai-600001

Dear Sirs,

Sub: Request for Proposal for Empanelment of Fintech companies for providing software applications/solutions & support services.

Ref: Your RFP No. CO/DB&FP/1606/R1/2024-25 dated 20/11/2024

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

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

If our bid is accepted, we undertake to comply with the terms and conditions as mentioned in this Tender Document or subsequent RFQ based on Bank's Requirement.

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

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

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

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

Serial No.	Parameters	Response
------------	------------	----------

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

1.	Name of the Firm/Company	
2	Year of Incorporation in India	
3	Names of the Partners/Directors	
4	Addresses of Firm/Company	
5	Authorized Contact person Name and Designation/ Telephone number/Mobile No. / E-mail ID.	
6	Project Implementation Details (Number of Similar Projects Implemented for which empanelment is opted)	
7	Employee Information <ul style="list-style-type: none"> • HR Strength • Domain Professional on Payroll • Attrition Rate 	

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

Dated thisday of 202..

Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....
.....
.....

Mobile:

Email

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-II

Self-Declaration – Blacklisting

The Asst. General Manager
Indian Bank, Head Office,
Digital Business and Fintech Partnership Department,
66, Rajaji Salai Chennai-600001
Dear Sir,

Sub: Request for Proposal for Empanelment of Fintech companies for providing software applications/solutions & support services

Ref: Your RFP No. CO/DB&FP/1606/R1/2024-25 dated 20/11/2024

We hereby certify that we have not been blacklisted by any Government Dept. / PSUs / Banks/ PSBs / Financial Institutions currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-III

Contract Form

**(To be executed after awarding any contract after the empanelment)
(To be submitted on Non - Judicial Stamp Paper)**

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

WHEREAS the Purchaser invited bids vide RFP No. for RFP for Empanelment of Fintech companies for providing software applications/solutions & support services and has accepted a bid by the Supplier for the proposed category..... (hereinafter called “the Empanelled Category”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) the Bid Form submitted by the Bidder;
 - b) the RFP including Addendum/s & corrigendum/s.
 - c) the Conditions of Empanelment;
 - d) the Conditions of Contract;
 - e) the Purchaser’s Notification of Award/letter of intent.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Project Specific Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

as may become payable under the provisions of the project specific contract at the times and in the manner prescribed by the project specific contract.

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

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

Signed, Sealed and Delivered by the

said (For Indian Bank)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:.....

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-IV

Performance Security Format (Project Specific/NA for this RFP)

(To be executed after awarding any contract after the empanelment)

Bank Guarantee No.

Date:

To:

The Asst. General Manager
Indian Bank, Head Office,
Digital Business and Fintech Partnership Department,
66, Rajaji Salai Chennai-600001

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

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

AND WHEREAS we have agreed to issue a Guarantee in your favour on the request of the Supplier:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total sum of Rs..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without any demur, cavil or protest, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20__

Signature of Authorized Official with Seal

.....

Date.....202...

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

Address:

.....

NOTE:

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-V

Non-Disclosure Agreement

(To be executed after awarding any contract after the empanelment)

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

AND

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

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to Empanel Fintech companies for providing software applications/solutions & support services

M/s..... Limited has been engaged in the business of providing *Project Name*.

The parties have entered into agreement dated _____ for Empanelment of Fintech companies for providing software applications/solutions & support services for Bank’s Digital Journey (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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

1. Confidential information

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

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. Whenever, it is expedient under the contract, the Receiving Party may disclose confidential information to consultants/third party only if the consultant/ third party has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

- (i) cease using the Confidential information,
- (ii) return the Confidential Information and all copies, notes or extracts thereof to the Bank within seven (7) business days of receipt of request and
- (iii) confirm in writing that the Receiving Party has complied with the obligations set forth in this paragraph."

3. Exemptions

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

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

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

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

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

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

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

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

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

6. Return of confidential information

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

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

12. Indemnity clause

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

13. Governing laws

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

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

BANK
M/s

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-VI

Declaration for MSE Benefits

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

To,
The Asst. General Manager
Digital Business and Fintech Partnership Department,
66, Rajaji Salai
Chennai-600001

Dear Sirs,

Sub: Request for Proposal for Empanelment of Fintech companies for providing software applications/solutions & support services

Ref: Your RFP No. CO/DB&FP/1606/R1/2024-25 dated 20/11/2024

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. RFP No. **CO/DB&FP/1606/R1/2024-25 dated 20/11/2024 RFP for Empanelment of Fintech companies for providing software applications/solutions & support services**. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Issue of Tender Documents to MSEs free of Cost

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

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-VII

**Declaration On Procurement from a Bidder of a Country which shares
a land border with India**
**(THE BIDDERSHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS
LETTERHEAD)**

To,
The Asst. General Manager
Digital Business and Fintech Partnership Department,
66, Rajaji Salai
Chennai-600001

Date

Dear Sirs,

Sub: Request for Proposal for Empanelment of Fintech companies for providing software applications/solutions & support services.

Ref: Your RFP No. CO/DB&FP/1606/R1/2024-25 dated 20/11/2024

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE- VIII
Certificate of Local Content as per Make in India Guidelines

To,
The Asst. General Manager
Digital Business and Fintech Partnership Department,
66, Rajaji Salai
Chennai-600001

Date

Dear Sirs,

Sub: Request for Proposal for Empanelment of Fintech companies for providing software applications/solutions & support services.

Ref: Your RFP No. CO/DB&FP/1606/R1/2024-25 dated 20/11/2024

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

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

S. No.	Detail of solution offered	Name of Place

Bidder shall submit the above details in respect of the goods proposed to be supplied/ solutions proposed to be deployed for providing the testing services.

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

For Bidder

For OEM

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

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

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-IX
(Project Specific/NA for this RFP)
Declaration of Source Code Audit

To,

Date

The Asst. General Manager
Digital Business and Fintech Partnership Department,
66, Rajaji Salai
Chennai-600001

Dear Sirs,

Sub: Request for Proposal for Empanelment of Fintech companies for providing software applications/solutions & support services.

Ref: Your RFP No. CO/DB&FP/1606/R1/2024-25 dated 20/11/2024

We declare that, the source code of the application(s) proposed, where we are the OEM of the solution, to be deployed for providing **software applications/solutions** has been audited by professionally competent personnel/ Information Security (IS) Auditors.

We hereby undertake that the proposed solution / software to be supplied will be free of malware, 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)

We further declare that if we become empanelled fintech partner, we will submit the proof of Source Code Audit to the Bank.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE -X

CHECKLIST FOR THE RFP AS PER ELIGIBILITY CRITERIA (Section – II, Point 8)

Sl. No.	Eligibility Criteria Compliance (Yes/No)	Supporting Documents
1.		<p>Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of Memorandum and Articles of Association/ Partnership Deed to be submitted along with GST registration certificate.</p> <p>For Start-up</p> <p>In addition to the above mentioned Certificate of Incorporation, bidder has to submit "Certificate of Recognition" as a 'Start-up' from the Ministry of Commerce and Industry (Department of Industrial Policy and Promotion) either as per Notification Number G.S.R. 180 (E) dated 17th February, 2016 or G.S.R. 501(E) dated 23rd May, 2017, or G.S.R 127 (E) dated 19/02/2019 OR it should be in the process of applying for the same, and will submit the certificate before the formal engagement with the bank.</p> <p><u>For MSE</u></p> <p>In addition to the above mentioned Certificate of Incorporation, bidder has to submit "Udyam Registration Certificate.</p>
2.		Undertaking as per Annexure-VII to be submitted.
3.		Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed.
4.		Self-attested Copies of audited financial statements duly certified by auditor along with the auditor's report to be enclosed.
5.		A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same as per Annexure-II.
6.		Self-Declaration on Bidder's Letterhead signed by the authorized signatory.
7.		Copy of the purchase order and / or Certificate of completion of the work. The Bidder should also furnish letter from the

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

		institution quoting the period and nature of services provided. Details to furnished as per Annexure-XII.
8.		The bidder to submit certificate from the Bank along with the copy of Purchase Order to the effect that the solution is implemented and working satisfactorily.
9.		Bidder should specifically certify OEM/Make in India in this regard on company letter head.
10.		Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.
11.		Self- undertaking on company's letter head and demo/presentation during the evaluation
12.		Cert-in Empanelled auditor's report mentioning the clause
13.		GeM seller ID or Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.
14.		POA or certificate to the effect that the Authorized Signatory has authority to bind the company to be uploaded with BID.

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-XI

Pre-Bid Query Format

(to be provided in MS-Excel format)

Ref: RFP No. **CO/DB&FP/1606/R1/2024-25 dated 20/11/2024**

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-XII

Experience Details

Ref: RFP No. **CO/DB&FP/1606/R1/2024-25** dated 20/11/2024

(Submit photocopies of Purchase Orders as supporting documents for each item as per eligibility & evaluation criteria separately)

S.No.	Name of Organization for whom services rendered	Nature of Work	Team size	Project Details		
				Period (No. of Months)	Start Date	Date of Completion/ expected completion

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-XIII

Turnover, Net Worth and P&L Details

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

Ref: RFP No. **CO/DB&FP/1606/R1/2024-25** dated 20/11/2024

(Amount in Rs.)

F Y	Turnover	Net Profit and Loss	Net worth

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

ANNEXURE-XIV

BID SECURITY FORM

(To be executed after awarding any contract after the empanelment)

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

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

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

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand without any demur, cavil or protest and without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or more of the conditions, specifying the occurred condition or conditions.

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

(Signature of the Bank)

Ref: **CO/DB&FP/1606/R1/2024-25**

Date: **20/11/2024**

- NOTE:** 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee to be issued by banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value