

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**



REQUEST FOR PROPOSAL (RFP)

FOR

Rate Contract for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations

RFP Reference No.	CO/DB&FP/75/R1/2025-26
RFP Issuance Date	30.05.2025
Last Date of request for Queries/ Clarifications	05.06.2025
Date and time of Pre-Bid Meeting	06.06.2025
Last Date for receipt of bids	21.06.2025 03:00 PM
Date and time of opening Technical bids	21.06.2025 03:30 PM

Issued by:

Digital Business & Fintech Partnership Department
Indian Bank
No.66, Rajaji Salai, Chennai - 600 001

Website: www.indianbank.in

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

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	30.05.2025
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	05.06.2025 till 03:00 PM Format for seeking clarification is enclosed as Annexure-XII
3	Pre-bid Meeting Date and Venue Details	06.06.2025 through virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at arun.na@indianbank.co.in, rajesh.k@indianbank.co.in, amit.nemade@indianbank.co.in on or before 05.06.2025 03:00 PM Details of virtual pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	Last Date of Submission/ Closing Date in Online Mode (Last Date of Submission of RFP Response)	21.06.2025 03:00 PM. for online bid document submissions.
5	Eligibility cum Technical Bid Opening Date	21.06.2025 03:30 PM
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in para 9.1 of Section II of this RFP	Shall be intimated separately by the Bank through email.
7	Reverse Auction	The reverse auction will be conducted among those bidders who satisfy the eligibility criteria and qualify

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		in technical evaluation. Further H1 elimination may be done, if more than 3 bidders are technically qualified.
8	Cost of RFP	Not Applicable
9	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and 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>
10	Documents to be submitted physically by Bidders (Offline Mode)	<p>Bid Security (EMD) INR 1,50,000 in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Indian Bank) in favour of "Indian Bank" payable at Chennai. Validity and other conditions shall be mentioned in purchase order specifically for different project.</p> <ul style="list-style-type: none"> • Account No.: 743848138 • Account Name: INDIAN BANK, H.O. Technology Management Department-II • IFSC Code: IDIB000H003 • Branch: Harbour
11	RFP Coordinator	<p>Mr. Arun N A (AGM, Indian Bank) Mr. Rajesh Kumar Koppiseti (CM, Indian Bank)</p> <p>E-mail ID: arun.na@indianbank.co.in, rajesh.k@indianbank.co.in, amit.nemade@indianbank.co.in</p> <p>Contact No: 044-25279882</p>
<p>The RFP document can also be downloaded from:</p> <p>Bank's website: https://www.indianbank.in and e-procurement portal: https://www.tenderwizard.com/INDBANK</p>		

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Clarifications, modifications and date of extensions, if any, will be published in the Bank's website and Tender Wizard Portal only.

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.

Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in online mode only through Tender Wizard portal (Important Dates and Information on RFP Submission). Further, Bidders must submit their indicative commercial bid as per the format given in the RFP (as per Part-II of Section-V) along with the technical bid on Tender Wizard portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be called for opening of commercial bids.

Bidders should enrol/ register themselves on Tender Wizard portal before participating in bidding. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this RFP, any document sent by any other mode will not be accepted.

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.

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.

The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.

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 Technical Bid as an evidence of having read and understood the contents of RFP and its addendums (if any).

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 (Technical or Commercial) 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 & Fintech Partnership Department-Region II.
Indian Bank, Head Office,
66,Rajaji Salai,Chennai-600001

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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, Consultant, Consultancy firms, Bidder, Applicant means the respondent to the RFP document.
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
4	GFR	General Financial Rules
5	POA	Power of Attorney
6	IMPS	Immediate Payment Service
7	NEFT	National Electronic Funds Transfer
8	RTGS	Real Time Gross Settlement
9	CTS	Cheque Truncation System
10	IEM	Independent External Monitor
11	DPIIT	Department for Promotion of Industry and Internal Trade
12	MSE	Micro and Small Enterprises

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13	MSME	Micro, Small & Medium Enterprises
14	LLP	Limited Liability Partnership
15	OEM	Original Equipment Manufacturer
16	EMD	Earnest Money Deposit
17	WCS	Weighted Commercial Score
18	WTS	Weighted Technical Score
19	SOW	Scope of Work
20	TCO	Total Cost of Ownership
21	API	Application Programming Interface
22	PBG	Performance Bank Guarantee
23	CASA	Current Account Savings Account
24	ISO	International Organization for Standardization
25	GST	Goods and Services Tax
26	ORGANIZATION/S	Any corporate/institute/company registered under Indian Companies Act or under any regulatory body.

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.

Confidentiality:

*This document is meant for the specific use by the Bidder/s to participate in the current tendering 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.*

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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 and/or Tender Wizard 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.

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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 Tender Wizard Portal and it will become part and parcel of RFP.

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

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SCHEDULE [D] GENERAL INFORMATION

Indian Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for identification of a Bidder (Service Provider) for providing Human Resource Management Solution & Payroll Management Solution to Organizations.

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

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

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

The RFP document can be downloaded from Tender Wizard Portal or from the Bank’s website www.indianbank.in.

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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 115 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, 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 been pioneer in developing many digital products and received many awards on digital front.

Bank has been making profit continuously since 2002 and has been self-sustaining in terms of capital adequacy.

VISION:

"Delivering excellence in financial services through customer focus, employee engagement and sustainable growth"

MISSION:

- Bring the best of innovation and technology in our offerings
- Be responsive to the unique needs of every customer through all channels of choice
- To provide value to stake holders
- Empower and engage our employee

As on 31st March 2025, Bank's total Global business reached Rs. 13.25 Lakh Cr consisting of Deposits at Rs.7.37 Lakh Cr and Advances at Rs.5.88 Lakh Crores

The Bank Has Pan-India network with 25,837 touch points including 5901 Brick & Mortar branches including 3 Digital Banking Units, 5268 ATMs/BNAs, 14,667 Business Correspondents and serves over 100 million customers. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo

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

Technology Environment

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

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

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

For further details, please visit Bank's website www.indianbank.in

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SECTION – I

Request for Proposal (RFP)

Indian Bank is a Public Sector Bank, headquartered at Chennai. The Bank Has Pan-India network with 25,837 touch points including 5901 Brick & Mortar branches including 3 Digital Banking Units, 5268 ATMs/BNAs, 14,667 Business Correspondents and serves over 100 million customers. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo. As on 31st March 2025, Bank's total Global business reached Rs. 13.25 Lakh Cr consisting of Deposits at Rs.7.37 Lakh Cr and Advances at Rs.5.88 Lakh Crores

Bank's Information Systems and Security processes are certified with ISO27001:2013 standard and is among very few Banks certified worldwide. It has overseas branches in Colombo, Singapore including a Foreign Currency Banking Unit at Colombo and Jaffna and an offshore banking unit in Gift City. Post-merger with Allahabad Bank, Indian Bank is the seventh largest bank in the country.

The Bank is interested in identifying vendor for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. The Bidders should enrol/ register themselves on Tender Wizard Portal before participating in bidding. **Bids have to be submitted online only through Tender Wizard Portal.** The Commercial Bid (Part II) will be submitted separately along with the bid document. Further Bank will conduct reverse auction on Tender Wizard Portal to identify the L1 Bidder, as per the terms defined in the tender document.

Interested eligible bidders may submit their quotation for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations as specified in Part-I as per the following procedure:

1. Bidders should Apply through Tender Wizard Portal only. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Bid Documents submitted/sent by any other mode will not be accepted.
2. **Part-I** contains compliance details of the specifications for which Bid is called for. No column shall be left blank or altered.
3. **Part-II** – Commercial along with price break up details to be submitted separately along with the bid documentation (Closed bidding process). After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.
4. Part-I (as per Section-V - Technical & Functional Specifications) & Part-II (as per Section-V - Commercial bid) to be uploaded online duly signed by the Authorized Signatory under

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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 quotations will be liable for rejection. The price quoted in the Commercial bid should be unconditional and should not contain any strings attached thereto. The bids which do not conform to our specifications will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

5. Bank has the right to accept or reject any quotation/cancel the e-tender 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.

6. MAKE IN INDIA

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no. DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020, revision order no. P45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 and subsequent revision order no. P45021/2/2017-PP (BE-II)-Part(4) Vol. II dated 19/07/2024 & its clarifications/amendment (if any).

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) and basis of allotment will be done in terms of the same.

- i. Definitions: For the purpose of this RFP
 - a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
 - c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
 - d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

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- e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a RFP, bidding process or other procurement solicitation as adjudged in the evaluation process as per the RFP or other procurement solicitation.
- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.
- ii. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement
 - a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
 - b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- iii. Purchase Preference
 - a. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
 - b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier', as per following procedure:
 1. In case there is sufficient local capacity and competition for the item to be procured, as noted by the nodal ministry, only class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I local suppliers'
 2. In other cases, 'Class II local suppliers may also participate in the bidding process along with 'Class-I local suppliers' as per provisions of this Order.
 3. If 'Class-I local suppliers' qualify for award of contract for at least 50% of the tendered quantity, the contract will be awarded to all the qualified bidders as per the award criteria stipulated in the bid document.

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However, in case 'Class-I local suppliers' do not qualify for award for contract for at least 50% of the tendered quantity, purchase preference will be given to the 'Class-I local suppliers' over 'Class-II local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted considered for award of contract so as to ensure that the 'Class-I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

4. First purchase preference will be given to the lowest quoting 'Class-I local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local suppliers', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local suppliers', falling within 20% margin of purchase preference, and so on.
 5. To avoid any ambiguity during bid evaluation process, Bank may stipulate its own RFP/tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local suppliers' within the broad policy guidelines stipulated in sub-paras above.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
 - v. Verification of Local Content:
 - a. The 'Class-I local Supplier'/'Class-II local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
 - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.
- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.” Declaration to be submitted by bidder as per Annexure-VIII.

- 7. 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 bidders to submit declaration for claiming MSE Benefits as per Annexure-VI.
- 8. **RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:**

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

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

“The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority”

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

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

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

"Beneficial owner" will be as under:

- i. In case of a company or Limited Liability Partnership (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;

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

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

9. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) 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) Nothing in this RFP shall obligate either Party to enter into any further Agreements.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.

Note: Either the Bidder on behalf of the Principal/ OEM or the Principal/ OEM themselves can participate in the bid, but both cannot bid simultaneously for the same solution.

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SECTION-II

Instructions to Bidders

1) Introduction

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

2) Pre-Bid Meeting

- a. A pre-bid meeting is scheduled to be held through /Video Conference/ Skype/ Web-ex on 06.06.2025 at 3.00 PM. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before 05.06.2025, 3.00 PM.

Email id:

arun.na@indianbank.co.in
rajesh.k@indianbank.co.in,
amit.nemade@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 sending an email on above mentioned email id on or before 05.06.2025 on or before 03.00PM.

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> and Tender Wizard Portal.

3) Amendment of bidding documents

- a) 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).
- b) All prospective bidders who are eligible for pre-bid meeting, will be communicated of the details of amendments and clarifications. The amendments if any, will be published in Bank website and in the Tender Wizard Portal and will form part of the Bidding document.

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- c) Any bid submitted by a bidder under this RFP process cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

4) Technical Bid

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

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

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

5) Commercial Bid

At the time of submission of technical bid, Bidder has to submit the indicative commercial bid. The commercial bids submitted by the bidder will be considered as the sealed online bid for the RFP. The commercial bids of technically qualified bidders will be opened by Bank and reverse auction will be conducted for the RFP. The final price quoted by bidders during reverse auction will be taken as the commercial offer of that bidder. In case bidder/s doesn't quote any price in the reverse auction, then Bank will consider the online commercial bid submitted by bidder/s at the time of technical bid as their final commercial offer and bid will be evaluated accordingly.

6) Clarification of Bids

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

The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information 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 shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7) Bid Security (Earnest Money Deposit)

Bid Security (EMD) INR 1,50,000 to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Indian Bank) in favour of "Indian Bank" payable at Chennai. Validity and other conditions shall be mentioned in purchase order specifically for different project.

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Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

8) Cost of Bid Document

Not Applicable.

9) Evaluation Criteria

S. No.	Evaluation Criteria	Maximum Marks	Minimum Marks	Minimum Passing Percentage
1	Bidder's Experience	20	16	80%
2	Product Demonstration	10	7	70%
3	Functional Specifications	40	32	80%
4	Technical Specifications	30	30	100%
Total		100	85	85%

Distribution of Marks for the above Evaluation Criteria
a. Bidder's Experience (20 Marks)

Sr. No	Parameters	Sub- Parameter			Max Marks
1	Company Profile	Years of Operation	Marks	4	
		5-7 years	2		
		above 7 years	4		
2	Implementation Experience (Number of Implementation) Bidder 's Experience in implementing Human Resource Management Solution & Payroll Solution in India. <ul style="list-style-type: none">Copy of Purchase Order and agreement to be submitted by bidder.				4
		Total no. of Implementation completed as on date of RFP	Marks		
		>= 10	4		
		5-10	2		
		<5	0		

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	<ul style="list-style-type: none">Bank may ask for any other documentary proof for the solutions that may include PO, Agreement and UAT Acceptance/Go Live Certificate, Copy of Bank Guarantee.If it is found by the Bank that the documentary proofs, Certificates etc. submitted by the bidders are unsatisfactory/forged, Bank may blacklist the bidder for this and further RFPs. <p>PO related to supply of man power for development will not be considered.</p>								
3	<p>Bidder 's Experience in developing HRMS/Payroll Solution for any Government Institution/PSU/PSB/University etc.</p> <p>(Purchase Order or Agreement along with Completion certificate/Live Certificate to be submitted)</p>	<table><tr><th>Developed and Implemented at Government Institution</th><th>Marks</th></tr><tr><td>Yes</td><td>1</td></tr><tr><td>No</td><td>0</td></tr></table>	Developed and Implemented at Government Institution	Marks	Yes	1	No	0	1
Developed and Implemented at Government Institution	Marks								
Yes	1								
No	0								
4	<p>Bidder 's Experience in implementation of HRMS & Payroll Management solution (Size/Scale of the organisation)</p> <p>(Purchase Order or Agreement along with Completion certificate/Live Certificate to be submitted/substantial proof like letter/email from the organisation duly signed and stamped/ copy of invoice and payment)</p>	<table><tr><th>Size/Scale of the organisation where solution has been implemented as on date of RFP</th><th>Max Marks</th></tr><tr><td>No of organisation where solution is implemented having 500 to 1000 Employees (≥ 1)</td><td>1</td></tr><tr><td>No. of organisation where solution is implemented having 1001 to 2500 Employees (≥ 1)</td><td>2</td></tr></table>	Size/Scale of the organisation where solution has been implemented as on date of RFP	Max Marks	No of organisation where solution is implemented having 500 to 1000 Employees (≥ 1)	1	No. of organisation where solution is implemented having 1001 to 2500 Employees (≥ 1)	2	4
Size/Scale of the organisation where solution has been implemented as on date of RFP	Max Marks								
No of organisation where solution is implemented having 500 to 1000 Employees (≥ 1)	1								
No. of organisation where solution is implemented having 1001 to 2500 Employees (≥ 1)	2								

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		No. of organisation where solution is implemented having 2501 to 5000 Employees (≥ 1)	3											
		No. of organisation where solution is implemented having 5001+ Employees (≥ 1)	4											
5	Bidder 's Experience in implementing the HRMS/Payroll Solution for No. of employees	<table><tr><th>Cumulative count of employees managed and served by the HRMS/Payroll solution</th><th>Marks</th></tr><tr><td>1000-10000</td><td>1</td></tr><tr><td>10001-25000</td><td>2</td></tr><tr><td>25001-50000</td><td>3</td></tr><tr><td>50000+</td><td>4</td></tr></table>		Cumulative count of employees managed and served by the HRMS/Payroll solution	Marks	1000-10000	1	10001-25000	2	25001-50000	3	50000+	4	4
Cumulative count of employees managed and served by the HRMS/Payroll solution	Marks													
1000-10000	1													
10001-25000	2													
25001-50000	3													
50000+	4													
6	Certification	The bidder should have any of the following certifications (with validity) at least one year prior to the date of publication of this RFP. Copy of certificate to be submitted. <ul style="list-style-type: none">- CMMI - Level 3 (from CMMI institute erstwhile SEI) published in CMMI website- ISO 27001:2022- ISO 20000:2018- ISO 9001:2015	1											
7	Employees on Rolls (Technical Professionals) Self declaration to be submitted.	<table><tr><th>HR strength- % of Skillset (Technical Professionals on Payroll/Total employees on Payroll)</th><th>Marks</th></tr><tr><td>More than 40 %</td><td>2</td></tr><tr><td>Less than or equal to 40 %</td><td>1</td></tr></table>		HR strength- % of Skillset (Technical Professionals on Payroll/Total employees on Payroll)	Marks	More than 40 %	2	Less than or equal to 40 %	1	2				
HR strength- % of Skillset (Technical Professionals on Payroll/Total employees on Payroll)	Marks													
More than 40 %	2													
Less than or equal to 40 %	1													
	Total Marks			20										
	Minimum Marks to Qualify			16										

***Sub-Contracting Not Allowed & P.O related to Manpower providing/Overseas project will not be considered. Just by merely submitting a single page purchase order will not**

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suffice the requirement, bidder has to submit complete details as per requirement of bank.

b. Product Demonstration (10 Marks)

Marks for each module shown available/ customizable in the functional specification must be demonstrated during the demo/ presentation Bidder has to showcase the availability and proof of implementation/availability during demo and presentation. To be developed/capability to develop/can be developed will be treated as Not Available.

In certain cases, the Bidder may have to share test credentials with the link/access to the demo version of the solution. The Bank may access and ensure the capabilities in such cases.

1	Presentation/Demo	<p>Bidder needs to mandatorily demonstrate all the modules declared as available by the bidder, as per the Technical and Functional Specification, else marks for the same will not be awarded.</p> <p>The presentation/Demo to cover the following areas:</p> <ul style="list-style-type: none"> (i) Company Profile (ii) Specific area as mentioned in the scope of work (iii) Demo on projects/use cases / solutions / products / services (iv) Architecture - Deployment Type / System Compatibility / Infrastructure (v) Functional Specifications (vi) Support services – Service Level Agreements (SLAs) / Troubleshooting / Customer Service / IT resilience. (vii) Company Profile (viii) Specific area as mentioned in the scope of work (ix) Demo on projects/use cases / solutions / products / services (x) Architecture - Deployment Type / System Compatibility / Infrastructure (xi) Functional Specifications (xii) Support services – Service Level Agreements (SLAs) / Troubleshooting / Customer Service / IT resilience. (xiii) Technology Channels (xiv) IT security & Data protection. (xv) Payment security mechanism 	10
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	(xvi) HR strength focusing on skillset/domain Any other relevant areas	
	Total Marks	10
	Minimum marks needed	7

c. Functional Specification (40 Marks)

Marks for each module readily available/ customizable in the bidder's solution. Bidder has to showcase the availability and proof of implementation/availability during demo and presentation and to submit some relevant document like complete scope of work duly signed and stamped. To be developed/capability to develop/can be developed will be treated as Not Available

S. No	Modules	Available (Yes/ No)	Mark for "Yes"
1	Recruitment & Selection		3
2	Training		3
3	Attendance & Leave Module		3
4	Employee Information / Inventory Module		3
5	Employee Self Service Module		3
6	Appraisal/Talent Management Module		3
7	Payroll/Tax Management		3
8	Travel And Tour Management		3
9	Expense Claims / Reimbursements Management		3
10	Grievance Management		3
11	Exit And Separations		2
12	Reports & Analytics		2
13	Broadcast		2
14	Admin Module		2
15	Shift Management		2
	Total Marks		40
	Minimum marks needed		32

*The modules are mandatory and if currently not available, needs to be developed and provided before go live.

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d.Technical Specifications: (30 Marks)

Marks for each module readily available/ customizable in the bidder's solution. Bidder has to showcase the availability and proof of implementation/availability during demo and presentation and to submit some relevant document like complete scope of work duly signed and stamped.

To be developed/capability to develop/can be developed will be treated as Not Available

S. No	Parameters	Description	Available (Yes/No) 2.5 Marks each			
1	Scalability	<p>The architecture proposed should be able to take care of high volume transactions related to payroll processing and HR activities. The architecture to be robust to manage HR transactions of employees routine HRMS which large amount of data, transactions, or user interactions.</p> <p>The system must support a minimum baseline of 20 concurrent users and 500 total users per organization, recognizing that actual user numbers may vary depending on the size and structure of each client. As the service provider is expected to on board multiple organizations, the solution must demonstrate the ability to scale effectively to support aggregate user loads and transactional volumes across clients without performance degradation.</p>				
2	Interoperability	The system should be interoperable through API's among different modules like recruitment, training in co-ordination with recruitment and external training institutes etc.				
3	Availability	Cloud based high availability (99.50%) infrastructure				
4	Platform Flexibility	Web-centric, Open Standards and Interoperability				
5	Extensibility	The design of the software should allow for easy addition of new functionality. This extension of functionality or features should be with minimal changes to the existing software.				
6	Performance	<p>The performance of the H.R Management Solution should be monitored as per the defined Service Level Agreement as mentioned in this RFP to ensure optimal operation.</p> <p>Penalty will be levied for non-adherence of Service level as below:</p> <table><tr><td>S. No</td><td>Level of uptime</td><td>Penalty Charges</td></tr></table>	S. No	Level of uptime	Penalty Charges	
S. No	Level of uptime	Penalty Charges				

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		1	99.50% and Above	NIL	
		2	98.00% and above but below 99.5%	0.5% of total cost of project	
		3	95.00% and above but below 98.00%	1% of total cost of project	
		4	90.00% and above but below 95.00%	1.5% of total cost of project	
		5	Below 90.00%	2.0% of total cost of project	
7	Security	<ul style="list-style-type: none"> The successful bidder shall have to comply with Indian Bank's policies like IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder. The bidder needs to ensure the complete safeguard in this regard. Bank will not be liable for any kind of security violations. The system should implement robust authentication mechanism and granular authorization controls to ensure only authorized users have access to specific resources The service provider would be responsible and must address and should have adequate mechanism to prevent all type of attacks and Data Tampering and other ways of security threat. The service provider should adhere to all the guidelines of Personal Data Protection Act. 			
8	Role Based Access Management and Data Access Restrictions	<ul style="list-style-type: none"> Role Based Access should be provided to the users based on defined Role Authorization Matrix. In order to restrict the information access, system will ensure user will have access to the information he/she is entitled to, based on the assigned role. 			
9	Customization	System should be customizable to address the stated user needs and future requirements that may arise.			
10	Device Agnostic Design	<p>The application should be compatible to all the available leading browsers.</p> <p>The application should work on all the leading operating systems used in Desktop, Laptop and Mobile Application should work in all Android or IOS versions used in Mobile or Tablets.</p>			

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11	Integration for Payroll Processing	Integration with all leading Banks through API's or latest technologies to process salaries for employees within Payroll module. The integration to be complete on-time, secure, and quick salary transactions with just minimum setup to ensure accurate and timely payroll disbursement.	
12	Notification and Customer Support	<ul style="list-style-type: none"> • Integration with Telecom Service Provider for real time notifications via Email, SMS & WhatsApp for updates regarding HRMS transactions. (Ex. Leave Approval, Claim update etc.) • Online / Offline support for Admin. 	

9.1 Eligibility Criteria

Bank is looking for eligible bidders for selecting a vendor for Human Resource Management Solution & Payroll Management Solution. Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfil any of the following eligibility criteria are liable for rejection.

The bidder must fulfil the criteria mentioned in the table below in order to bid for this RFP:

Sl. No.	Eligibility Criteria	Supporting Documents
1	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 5 years as on date of publishing RFP.	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.
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.</p> <p>(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 submit the proof of registration herewith.</p>	Undertaking as per Annexure-VII to be submitted.

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3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners has not participated in the bid process.	Self-certified letter signed by authorized official of the bidder to be submitted.
4	The Bidder must have an average turnover of Rs.5 crores during the last 03 (three) financial years i.e. FY 2022-23, FY 2023-24 and FY 2024-25 for its Indian operations. Relaxation only for MSE/Start up: The bidder must have an average turnover of Rs. 3 crores during the last 02 (two) financial years i. e. FY 2023-24 and FY 2024-25 for its Indian operations. (CA Certified along with UDIN - Provisional Balance Sheet can also be submitted for the last financial year ending 31/03/2025).	Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed. UDIN is mandatory.
5	The Bidder should have positive net worth during the last 03 (three) financial years i.e. FY 2022-23, FY 2023-24 and FY 2024-25. Also, the net worth should not have eroded by more than 30% (thirty percent) in the last three financial years, ending on 31.03.2025. Relaxation only for MSE/Start up: The net worth of the bidder should be positive in any of the last 2 Financial Years (i.e. FY 2023-24 and FY 2024-25) ending on 31.03.2025.	Copy of the audited financial statement along with profit and loss statement for corresponding years. Certificate of the statutory auditor for the positive net worth. UDIN is mandatory. (CA Certified along with UDIN - Provisional Balance Sheet can also be submitted for the last financial year ending 31/03/2025)
6	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.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same as per Annexure-II.
7	Bidder should not be insolvent, in receivership, Bankrupt, or being wound up.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory.
8	Bidder should have experience of minimum 4 years as on the date of RFP in Proposal of Human Resource Management & Payroll	Copy of the purchase order or Agreement need to be submitted, at least one Purchase Order or

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	<p>Management Solution. The bidder should have implemented minimum five HRMS & Payroll Management Solution and at least two should have been in use /live as on date of publishing RFP.</p>	<p>Agreement need to be submitted with date not less than 4 years.</p> <p>The Bidder should also furnish Certificate of completion of the work or letter from the institution quoting the period and nature of services provided.</p> <p>At least one certificate from the institution need to be submitted which states the solution is live with date not less than two months as on date of publishing RFP.</p> <p>Bidder should produce Experience related documents in implementing Human Resource Management Solution & Payroll Solution in India only.</p> <p>Details to be furnished as per Annexure-XII.</p>
9	<p>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.</p> <p>OEM should have its development & support centre in India. This should be full fledged establishment and not created for the submission of this Bid.</p>	<p>Bidder should specifically certify in this regard on company letter head.</p> <p>Sub-Contracting is not allowed and only actual developer or authorized implementation partner of the Solution will be eligible.</p>
10	<p>The bidder should have at least 10 technical resources in India on its roles across areas such as Technical Architecture, Engineering/ Development/ Testers, Design Engineers, Business Analyst) – as on the date of RFP.</p>	<p>Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder along with percentage of domain professionals on payroll.</p>
11	<p>The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy by RBI, SEBI, IRDAI, Data Protection Board of India and any other regulatory authority of India.</p>	<p>Self- undertaking on company's letter head and demo/presentation during the evaluation.</p>
12	<p>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.</p>	<p>Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.</p>

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General Evaluation Criteria

- The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the eligibility of any Bidder. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document; non-submission of requisite number of copies of a document. Wherever necessary, observations on such 'minor' issues (as mentioned above) may be conveyed to the bidder by e-mail informing the bidder to respond by a specified date also mentioning therein that, if the bidder does not conform the Bank's view or respond by that specified date, their bid will be liable to be rejected. Depending on the outcome, such bids shall be ignored or considered further.
- Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

9.2 Technical Evaluation Criteria

Total marks for technical and functional valuation is 70. Minimum cut-off mark for qualifying in the technical and functional evaluation is 62 out of 70 marks.

9.3 Technical Evaluation

As per the details mentioned above.

9.4 Commercial evaluation and selection of bidder

It may be noted that commercial bids will be subjected to following evaluation process

- The commercial bids have to be submitted online along with other bid documents as per commercial bid format (Part-II of Section V of the RFP). The price quoted should be inclusive of all charges but exclusive of applicable taxes. The unit price for each line item should be comparable to prevailing market rates.
- Bank will open commercial bid of technically qualified bidders and intimation will be given to eligible bidder to participate in the reverse auction process, through which Bank will identify successful Bidder for awarding contract.
- Reverse auction will be initiated based on the Indicative commercial or the at the price finalized by the Bank at discretion of the Bank.
- Bidder who has quoted the lowest price will be selected as L1 Bidder.

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- Selected L1 Bidder has to submit the Price Breakup as per the specified format mentioned in the RFP. However, the Price should be proportionately reduced based upon the cost quoted by the bidder while submitting its indicative commercial bid.

9.5 Correction of Error in Commercial Bid:

Bank reserves the right to correct any arithmetical errors furnished in the Commercial Bid. If any such errors are noticed, it will be rectified on the following basis:

- Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly.
- If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
- If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

If the bidder does not accept the correction of errors, the bid will be rejected and EMD may be forfeited.

10) 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 in the RFP process, including presentations, demos and any other meetings.

11) 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.

12) Bid and Proposal Ownership

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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 cause 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.

13) Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

- The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition; and
- The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP; and
- No attempt, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

14) Bifurcation of Total Cost of Ownership (TCO)

After the Reverse auction, successful bidder will have to provide bifurcation of TCO as per the line items mentioned in the table given below. The rates of each item will be subject to the Bank's approval.

Rates will be negotiated if any abnormal rates are quoted by selected L1 bidder.

Bidders quoting unrealistic prices for any of the component in the commercial bid submitted online may be rejected at the discretion of the Bank.

SI No.	Cost particulars (for 3 years)
1.	One-Time full Implementation Fee including integration with any System of department, Infrastructure setup, OTP Gateway Charges, Licensing Cost etc.
2.	Cost of Modules
3.	Software License Cost
4.	Server/Data Hosting/Infrastructure Cost
5.	VAPT Cost.
6.	Data Entry Charges for Old Records
7.	Annual Maintenance Charges.
8.	Operation Support Charges, if applicable
9.	Integration Charges like SMS Gateway, WhatsApp, Income Tax ,EFPO/NPS etc.
10.	Any other as per scope of work, functional and technical specification
	Total

- Indian Bank reserves the right to negotiate the price with the finally short-listed bidder before awarding the contract. It may be noted that Bank will not entertain any price negotiations with any other bidder.

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- All deliberations and evaluations performed by Bank will be strictly confidential and will be maintained as property of Bank exclusively and will not be available for discussion to any respondent of this RFP.
- Any time during the process of evaluation, Bank may seek specific clarifications from any or all Bidders. Any decision in this regard by the Bank shall be final, conclusive and binding on all the Bidders.
- Bid will be evaluated by a Committee of Officers/ Executives of the Bank. If warranted, the Bank may engage services of external agency/ consultant for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- If the commercial quote is incomplete either for not providing quote for required services. The Bank may in its absolute discretion disqualify a bidder whose commercial quote is found to be incomplete.

15) Other important terms and conditions

- The Bank shall not assume any ownership, liability, or responsibility in the event of any issues arising from the activities or services provided by the Bidder.
- The Bank shall not assume any ownership, liability, or responsibility in the event of any data & security breach.
- The Bank shall not be liable for any issues or errors that may arise in working and maintenance of the Software Solution including any reports or output that may be generated through the said Software Solution or any matter ancillary or incidental thereto.
- Bidder shall adhere to all the data security and privacy guidelines mandated by applicable laws and government agencies such as RBI, SEBI, IRDAI, Ministry of Electronics and Information Technology and other relevant regulatory bodies.
- Bidder shall not disclose, share, or misuse any data provided by the Bank / organization/s and shall take all necessary measures to prevent unauthorized access, use, or disclosure of such data.
- Bidder shall implement robust security measures to protect data from unauthorized access, loss, alteration, or destruction.
- The Bidder undertakes to ensure business continuity by submitting business continuity plan in case of termination of the Agreement.
- In the event of failure of the Bidder to satisfy the obligations listed in this Agreement or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another entity.
- The Bidder shall continue to provide services as per the terms of contract until the new service provider is appointed. During the transition phase, the Bidder shall render all reasonable assistance to the new Bidder. No additional cost shall be levied by the Service Provider on the Bank for ensuring smooth transition and continuity of services.
- Bidder shall be responsible for the maintenance, configuration and fault free operations of supplied Software Solution and its maintenance during the warranty and post warranty period.
- In case of discrepancy in software supplied, it is the Bidder's responsibility to replace/repair the software immediately at the intimation of the Bank.

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- Bidder shall host the data on MeITY empanelled cloud as per convenience and requirement of organization/s.
 - Bidder will conduct training for organization/s officials and/or Bank Staff as per the requirement.
 - Bidder will fix/ rectify the vulnerabilities and observations found by the IS Auditor free of cost and submit the final compliance/closer report/certificate from the Auditor.
 - All the issues related to Software Solution shall be handled and resolved by Bidder and shall be resolved to the full satisfaction of organization/s.
 - Bidder has to keep regular back up of data as per frequency decided by organization/s.
 - Bidder will provide the required data to organization/s from time to time.
 - Bidder has to ensure data security, back up and business continuity plan (In case of any disaster) /DR site. In the event of a data breach or any unauthorized access the Bank shall not be held responsible for any such incidents, and it is understood that the responsibility lies solely with Bidder and organization/s.
 - Security Audit certificate to be submitted by Bidder.
 - Bidder will provide all licensed products for Software Solution and will renew the provided licenses from time to time and will bear the cost of such licensed product with renewal cost.
 - Bidder shall adhere to all relevant laws, regulations, and government guidelines applicable to the services it provides to the Bank.
 - Bidder shall obtain and maintain all necessary licenses, permits, and approvals required to perform the services.
 - Bidder shall not engage in any activities that could result in non-compliance with anti-money laundering, anti-corruption, and any other relevant laws.
 - Bidder acknowledges that the Bank shall not be liable for any losses, damages, or liabilities arising out of the Bidder's non-compliance with this Undertaking or any applicable laws.

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SECTION – III
Broad Scope of Work – Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

The selected service provider shall provide Web-based and Mobile App for Android OS & iOS for HRMS & Payroll solutions to organisations/departments for efficiently managing their operations and resources.

This bid is for on boarding a service provider on rate contract basis valid till 30/06/2026, for development & deployment of Human Resource Management Solution & Payroll Management Solution to approx. 10 number of organisations for a period of 3 years. However, the actual nos. of order may vary as per the requirement during this rate contract period.

S. No	Modules (Web Application & Mobile App for Android OS & iOS)	Suggestive Functionalities*
i.	Recruitment & Selection	<ul style="list-style-type: none"> • Recruitment process management. • Manpower Planning • Job Description/Job Analysis • Recruitment Flow • Candidate On boarding • Recruitment Agency support/management
ii.	Training	<ul style="list-style-type: none"> • Training / Learning Management Internal and External Training • Selection of Candidates for training • Training Scheduling • Trainer and Trainee Feedback
iii.	Attendance & Leave Module	<ul style="list-style-type: none"> • Attendance Management • Attendance Management with GEO tagging • Biometric / Facial Integrations • Shift Scheduling • Leave Module with Leave Masters and Parameters • Leave Application & Leave Approval • Holiday Management
iv.	Employee Information / Inventory Module	<ul style="list-style-type: none"> • Employee Module with detailed information fields. • Employee Details. • Employee type Management • Organization Module • Organization Structure • Employee Document Module • Employee Documents and Files
v.	Employee Self Service Module	<ul style="list-style-type: none"> • Edit/Modify Fields like Permanent/Permanent Address, contact details from employee information • Add / Edit Family Background records and send for approval to HR • View of Bank Account details & Reimbursement Account • Facility to View HR Policies and Circulars

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vi.	Appraisal/Talent Management Module	<ul style="list-style-type: none"> • Confirmation • Transfer Management • Promotion Management • Increment Management • Appraisal Management (per employee / per month) • KRA • Goals • Skill Sets • 360 Feedback • Performance Appraisals
vii.	Payroll/Pension/Tax Management	<ul style="list-style-type: none"> • Payroll Module • Rule Based Engine • Pay Generation • Pay Authorization • Bank Files upload • Salary Sheet • Pay Slip • Income Tax Module • Tax Structure Management • Employee Declaration • LFC/LTC • Tax Calculation • PF/NPS/GPF/EPF/Gratuity Management
viii.	Travel And Tour Management	<ul style="list-style-type: none"> • Travel Management • Travel Request • Travel Approval • Travel Claim
ix.	Expense Claims / Reimbursements Management	<ul style="list-style-type: none"> • Allowance Management • Claim Master and Parameters • Claim Request for multiple parameters. • Claim Approval • Medical Reimbursement
x.	Disciplinary / Grievance Management	<ul style="list-style-type: none"> • Disciplinary Tracking Management. • Ticket generation with intuitive ticket categorization. • Assign ticket owners and resolution TATs to each ticket type • History of grievances reporting. • Action taken • Resolution process. • Recording of staff grievances and follow up made in this regard
xi.	Exit And Separations	<ul style="list-style-type: none"> • Employee Separation • Resignation / Reliving Management • Retirement Management • Full and Final Settlement • Gratuity Management • Leave Encashment

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xii.	Reports & Analytics	<ul style="list-style-type: none"> • Real-time as well as historical visibility into various data points. • Custom report builder i.e. user-friendly DIY report builder for creating custom reports.
xiii.	Broadcast	<ul style="list-style-type: none"> • Broadcast announcements or notices. • Send emails, notify employees, and/or provide persistent homepage notices.
xiv.	Admin Module	<ul style="list-style-type: none"> • Overall Management • User Rights/Access • Guest Login
xv.	Shift Management	<ul style="list-style-type: none"> • Shift Allocation • Shift Management
	<p>Maintaining a Library of all the successful implementations by the successful bidder through this collaboration of Indian Bank and the Bidder.</p> <p>Bidder to ensure sharing a Success Stories of all the implementations in a presentable format preferably in a PPT/Video</p>	

Note *: The above functionalities are illustrative in nature and bidders can suggest their own functionalities as per scope of work. Bank at its discretion may accept or reject as per convenience of ultimate user.

CONDITIONS OF CONTRACT

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 a Bidder 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) Payment Terms

Based on project allotted and details will be mentioned in purchase order on case on case basis.

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After Acknowledgement of P.O, UAT Sign Off, Signing of SLA, submission of necessary documents and other agreements	50 %
After VAPT Clearance, Go Live and compliance of terms and conditions Charges for conduct of VAPT to be borne by the successful bidder. Training Certificate, Attendance Sheet if applicable, proof of hosting at MeitY empaneled cloud and Go live certificate	50 %
AMC for Second Year (Starting after 1 year from date of go live)	AMC 1
AMC for Third Year	AMC 2
Total	100%

4) Change Orders

The Bank may at any time, by a written order given to the bidder make changes within the general scope of the Contract in any one or more of the following:

- the place of delivery; and / or
- the Items to be supplied/ Services to be provided by the Supplier;

If any such change causes substantial increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claim by the bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the bidder's receipt of the Bank's change order.

5) Service Level Agreement (SLA)

The performance of the H.R Management Solution should be maintained as below to ensure optimal operation. Penalty will be levied for non-adherence of Service level as below:

S. No	Level of uptime	Penalty Charges
1	99.50% and Above	NIL
2	98.00% and above but below 99.5%	0.5% of total cost of project
3	95.00% and above but below 98.00%	1% of total cost of project
4	90.00% and above but below 95.00%	1.5% of total cost of project
5	Below 90.00%	2.0% of total cost of project

6) Human Resource Requirements

The bidder to ensure that experienced resources (with both functional and technical expertise on the project domain and solutions used to implement the project) are assigned and available in the project throughout the various project lifecycle.

Bidder to ensure that sufficient resources are assigned and available in the project with similar experience and sufficient knowledge transfer is carried out to ensure smooth functioning of the project. In case of any such events leading to deficiency in the project

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deliverables / functioning, the same will be treated as lack of performance on part of bidder.

The successful bidder shall be the principal employer of the employees, agents, contractors, etc., engaged by them 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.

The successful bidder shall agree to hold the bank or organization/s, its successors, assigns and administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the bank through the action of supplier's employees, agents, contractors, etc.

7) Contract Period

Project wise Contract to be executed as per project requirement and period shall be defined in purchase order. Year for contract will be normally for 3 years. However, the rates quoted by bidder will be valid and applicable till 30.06.2026.

*Contract may be terminated before three years with 90 days' notice in extraordinary cases.

8) 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 under this agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.

9) Insurance

The Service Provider may be required to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement. Bidder should have cyber insurance policy to cover first party and third-party liability coverage to organisation when cyber risk materializes and / or cyber security controls at organization fails. The coverages established by the cyber insurance shall cover property, theft and network level security.

10) 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 various courts of Law depend upon projects. Compliance with labour and tax laws, etc. will be the sole responsibility of the supplier/ service provider at their cost.

11) Liquidated Damages (LD)

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

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

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

13) Performance Security

- a. Within 30 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 3% of the contract value in the form of a Bank Guarantee from a scheduled commercial Bank located in India, Validity and Claim period shall be mentioned in project specific purchase order. Format have been enclosed (Annexure-IV). Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.
- b. The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations or any other claim under the Contract.
- c. The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful performance obligations under the Contract.
- d. Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

14) Limitation of Liability

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

This limit shall not apply to third party claims for

- a. IP Infringement indemnity

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- 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.

15) Indemnity Clause

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.

16) Disclaimer

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

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 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.

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17) Patent Rights

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

18) 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.

19) Intellectual Property Rights (IPR)

While the successful bidder/ OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant user-based annual subscription License to the bank for the bank's exclusive use without limitation on the use of those licenses. The successful bidder shall place the source code of customizations done for the bank in Bank's environment (and the procedures necessary to build the source code into executable form) for the application software, and the source code of the application software in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank during the contract period.

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

Bidder warrants that the inputs provided 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

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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.

20) Acceptance of Purchase Order

Acceptance of purchase order should be submitted within 07 days of issuance of purchase order along-with authorization letter by the successful bidder to the Bank. If for any reason successful bidder backs out after issuance of purchase order or the purchase order issued to the successful bidder does not get executed in part / full, Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

21) Signing of Contract Form, NDA, SLA and Submission of Proof of Source Code Audit

The successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-V) and Service Level Agreement and return it to the Bank.

Successful bidder has to submit the proof of source code audit (Annexure-IX) within 30 days from the date of purchase order 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.

Background check conducted, KYC details for the resources provided for the project to be submitted to the Bank

22) 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.

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- 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 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).

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f) Notwithstanding any reference to arbitration herein,

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

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

23) Coverage of Successful Bidder under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (this clause will be relevant only when the successful bidder is required to provide human resources to the Bank under the contract)

The Successful bidder 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. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the Electronic Challan cum Return (ECR) should be submitted on the Bank's request.

24) Exit Requirements

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

25) Termination for Convenience

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

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- 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.

26) Termination for Default

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

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

'For the purpose of this clause:

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

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

In the event the Bank terminates the Contract in whole or in part, the Bank may procure 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.

27) Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, “Force Majeure” means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not

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restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

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

28) 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 this contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all 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

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of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any Bank location.

29) Negligence

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 in writing by the Bank in connection with the work or contravenes the provisions of other Terms, 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.

30) 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 successful bidder under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

31) Inspections and Tests

The Purchaser or its representative(s), RBI or any of the Statutory bodies, shall have the right to visit and /or inspect any of the Bidder's premises to ensure that software / code provided to the Bank is secured or goods confirm to requisite specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser.

The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the goods/software having previously been inspected, tested and passed by the Purchaser.

The supplier shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/ its auditors (internal and external)/ any statutory/ regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank,

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in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to this agreement and cause inspection.

32) 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.

33) Pre-Contract Integrity Pact

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

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

34) Delivery Schedule

45 Days as per the details mentioned below:

Gap Analysis & Signing off final scope of work	Within 7 days of issuing P.O
Design and development of solution with UAT	Within 30 days after signing of Scope of Work and completion of UAT Sign Off
VAPT and Go Live	Another 8 days after UAT Sign Off

VAPT to be conducted by bidder by their own cost from a Cert-in approved auditor.

35) Working Days

The Delivery Schedule will be fixed as per the project requirement and will be specified in the respective agreement/PO.

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36) Implementation of Services

The successful bidder shall provide all the services specified hereunder having Technical and Functional specifications as per specific project in accordance with the highest standards of professional competence and integrity. If the Bank finds that any of the staff of the successful bidder assigned to work at the site is not responsive, then the successful bidder will be notified accordingly and the successful bidder shall be under obligation to resolve the issue expeditiously to the satisfaction of the Bank.

37) 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 successful bidder 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 successful bidder 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 successful bidder.

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

38) Taxes and Duties

The successful bidder shall be liable to pay all taxes that shall be levied against it, in accordance with the laws applicable from time to time in India.

39) Compliance with Policy

The successful bidder shall have to comply with Indian Bank's policies like IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder.

40) Compliance with Statutory and Regulatory Provisions

The successful bidder shall comply with all statutory and Regulatory provisions while executing the contract awarded by Bank.

41) Other Terms and Conditions

- The relationship between the Bank and Successful Bidder/s is on principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any

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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.

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

42) General Terms and Conditions

42.1 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.
- 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.

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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”**. 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 and Tender Wizard Portal.

Proposals received by the Bank after the specified time and 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.

42.2 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 this Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- 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 this 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 this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.

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- vi. That all conditions precedent under the Contract has been complied by the bidder.
- 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 or Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ 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/ shall be 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 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 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

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to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required by the bidder 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.

42.3 Relationship of Parties

- i. Nothing in the Contract shall constitute 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. Supplier/Vendor has to take an undertaking from their employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor, Vendor should be agreeable for any such undertaking/verification.
- vi. 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.
- vii. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Bid/ Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

42.4 No Right to Set Off

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In case the Successful 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 said Bidder for any payments receivable under and in accordance with that business.

42.5 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.

42.6 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.

42.7 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.

42.8 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.

42.9 Severability

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

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/75/R1/2025-26

Date: 30.05.2025

SECTION - IV

INSTRUCTIONS TO BIDDERS FOR SUBMITTING BID ONLINE THROUGH TENDER WIZARD PORTAL

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.

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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 (wherever required).

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

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

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, 9943277499
Support Email: gunaseelan.m@antaressystems.com

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Date: **30.05.2025**

SECTION-V

PART I - Technical and Functional Requirements

Date:

The Asst. General Manager,
Indian Bank
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

Sub: Request for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

Ref: **CO/DB&FP/75/R1/2025-26 dated 30.05.2025**

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

TECHNICAL/ FUNCTIONAL SPECIFICATIONS:

The detailed technical requirement with marking scheme for each of the feature is as follows:

Technical Specifications:

S. No	Parameters	Description	Available(Yes/No)
1.	Scalability	The architecture proposed should be able to take care of high volume transactions related to payroll processing and HR activities. The architecture to be robust to manage HR transactions of employees routine HRMS which large amount of data, transactions, or user interactions. The system must support a minimum baseline of 20 concurrent users and 500 total users per organization, recognizing that actual user numbers may vary depending on the size and structure of each client. As the service provider is expected to on board multiple organizations, the solution must demonstrate the ability to scale effectively to support aggregate user loads and transactional volumes across clients without performance degradation.	
2.	Interoperability	The system should be interoperable through API's among different modules like recruitment, training in co-ordination with recruitment and external training institutes etc.	

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3.	Availability	Cloud based high availability (99.50%) infrastructure	
4.	Platform Flexibility	Web-centric, Open Standards and Interoperability	
5.	Extensibility	The design of the software should allow for easy addition of new functionality. This extension of functionality or features should be with minimal changes to the existing software.	
6.	Performance	The performance of the H.R Management Solution should be monitored as per the defined Service Level Agreement to ensure optimal operation.	
7.	Security	<ul style="list-style-type: none"> The successful bidder shall have to comply with Indian Bank's policies like IT policy, Information Security policy, Cyber Security Policy, Digital Personal Data Protection Policy etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder. The bidder needs to ensure the complete safeguard in this regard. Bank will not be liable for any kind of security violations. The system should implement robust authentication mechanism and granular authorization controls to ensure only authorized users have access to specific resources The service provider would be responsible and must address and should have adequate mechanism to prevent all type of attacks and Data Tampering and other ways of security threat. The service provider should adhere to all the guidelines of Personal Data Protection Act. 	
8.	Role Based Access Management and Data Access Restrictions	<ul style="list-style-type: none"> Role Based Access should be provided to the users based on defined Role Authorization Matrix. In order to restrict the information access, system will ensure user will have access to the information he/she is entitled to, based on the assigned role. 	
9.	Customization	System should be customizable to address the stated user needs and future requirements that may arise.	

Ref: **CO/DB&FP/75/R1/2025-26**

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10.	Device Agnostic Design	The application should be compatible to all the available leading browsers. The application should work on all the leading operating systems used in Desktop, Laptop and Mobile Application should work in all Android or IOS versions used in Mobile or Tablets.	
11.	Integration for Payroll Processing	Integration with the Bank through API's or latest technologies to process salaries for employees within Payroll module. The integration to be complete on-time, secure, and quick salary transactions with just minimum setup to ensure accurate and timely payroll disbursement.	
12.	Notification and Customer Support	<ul style="list-style-type: none"> Integration with Telecom Service Provider for real time notifications via Email, SMS & WhatsApp for updates regarding HRMS transactions. (Ex. Leave Approval, Claim update etc.) Online / Offline support for Admin. 	

Functional Specification

S. No	Modules	Mandatory/Optional	Available (Yes/ No)
1	Recruitment & Selection	Mandatory	
2	Training	Mandatory	
3	Attendance & Leave Module	Mandatory	
4	Employee Information / Inventory Module	Mandatory	
5	Employee Self Service Module	Mandatory	
6	Appraisal/Talent Management Module	Mandatory	
7	Payroll/Tax Management	Mandatory	
8	Travel And Tour Management	Optional	
9	Expense Claims / Reimbursements Management	Mandatory	
10	Grievance Management	Mandatory	
11	Exit And Separations	Mandatory	

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Date: 30.05.2025

12	Reports & Analytics	Mandatory	
13	Broadcast	Optional	
14	Admin Module	Mandatory	
15	Shift Management	Mandatory	

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

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

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

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

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

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

Ref: **CO/DB&FP/75/R1/2025-26**

Date: 30.05.2025

PART – II Commercial Bid

(Price bid along with Breakup to be submitted with Technical Bid in a separate envelope)

Date:

To

The Asst. General Manager,
Indian Bank
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sir,

Sub: Request for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

Ref: **CO/DB&FP/75/R1/2025-26 dated 30.05.2025**

We submit hereunder the price breakup details for procurement of *Proposal of Human Resource Management Solution & Payroll Management* as per the specifications.

Price Schedule

Price is to be quoted for 1 organisation of 500 employees exclusive of taxes.

S. No	Modules (Web Application & Mobile App for Android OS & iOS)	Basic Package / Additional Items	Price in Rs. Exclusive of Taxes (Quote for 500 Employees)
1	Recruitment & Selection	Basic Package	
	Training		
	Attendance & Leave Module		
	Employee Information / Inventory Module		
	Employee Self Service Module		
	Appraisal/Talent Management Module		
	Payroll/Tax Management		
	Travel And Tour Management		
	Expense Claims / Reimbursements Management		
	Grievance Management		
	Exit And Separations		
	Reports & Analytics		

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	Broadcast		
	Admin Module		
	Shift Management		
	Virtual Demo as and when required.		
	Charges for conduct of VAPT by a Cert-In Approved Auditor.		
2	Data Migration	Additional Items	
3	AMC Cost for two years starting from second year onwards.(Annual AMC cost will be derived from the quoted cost)	Additional Items	
4	Sever/Cloud/Infrastructure Cost for 3 Year	Additional Items	
5	Data Entry Charges for Old Records	Additional Items	
6	Training & Operational Support	Additional Items	
Total Cost of the Package for 500 Employees for 3 years. (A) (A=1+2+3+4+5+6)			
Cost for conducting Physical Demo to organizations			Rs.10,000/- per visit

However, Purchase order will be issued on actual basis rounded up to next 100 as per the number of employees of the organization.

For example: 1 organization having 270 employees, the contract and payment terms will be considered for 300 employees to have a buffer for additional requirements and smooth performance. The cost of solution will be calculated slab wise for example if an organisation is having 2000 employees then the cost per employee will be for the slab of Sr.no 2 for the entire group of employees.

The cost per employee for the period of 3 (three) years for entities/organizations having more than 500 employees will be derived discounted slab wise from the following table.

S. No	Employee Slab	Cost per employee.
1.	Organisation with 0-500 employees	Final Contract Rate per employee 'X'. 'X' is derived from the above table i.e. A/500.
2.	Organisation with 501-2000 employees	'X' - 5% of 'X'
3.	Organisation with 2001 – 4000 employees	'X' - 10% of 'X'
4.	Organisation with 4001 - 6000 employees	'X' - 15% of 'X'
5.	Organisation with 6001 – 8000 employees	'X' - 20% of 'X'

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Date: **30.05.2025**

6.	Organisation with more than 8000 employees	'X' - 25% of 'X'
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Illustrative Example:

To give more clarity on the price schedule, the below illustration is shared.

Suppose the **Total Cost of the Package for 500 Employees for 3 years (A)** is quoted as Rs 2,00,000 (Two Lakh). The cost per employee for 3 years comes to Rs. 400 for providing the HRMS and Payroll management solution.

Accordingly, the cost per employee rate will be discounted and price will be derived as per the table below for calculating the cost of the solution for the higher slab of employees.

S. No	Employee Slab	Cost per employee.	Illustration
1.	Organisation with 0-500 employees	Final Contract Rate per employee 'X'. 'X' is derived from the above table i.e. A/500.	'X' Rs. 400
2.	Organisation with 501-2000 employees	'X' - 5% of 'X'	Rs. 380
3.	Organisation with 2001 – 4000 employees	'X' - 10% of 'X'	Rs. 360
4.	Organisation with 4001 - 6000 employees	'X' - 15% of 'X'	Rs. 340
5.	Organisation with 6001 – 8000 employees	'X' - 20% of 'X'	Rs. 320
6.	Organisation with more than 8000 employees	'X' - 25% of 'X'	Rs. 300

Note:

Bidder has to quote total cost of ownership (TCO) excluding taxes while submitting its commercial bid in Tender Wizard Portal. Further the reverse auction will also be conducted on the total cost of ownership (TCO) and bidder has to quote the same while participating in Tender Wizard Portal.

Through this RFP, commercials will be finalized as per reverse auction on TCO. However, Bank will issue separate order to successful bidder on case to case basis, as and when requirement received from any department/entity/organisation. Purchase order issued for a particular organisation along with the approved scope of work will be considered as final purchase order and payment will be made accordingly. Bidder has to consider these factors and quote the commercials accordingly.

PRICE STATEMENT:

Bank reserves the right to re-negotiate the price for any of the line items furnished above, in case the rates offered are arbitrary and not as per market prices.

Total Cost of Ownership (TCO) for the entire contract period exclusive of all applicable taxes duties, levies, freight, insurance, warranty, etc.), is Rs.

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

(in figures) Rupees (in words).
(Octroi/ Entry Tax if any, will be reimbursed on submission of original receipts.)

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

For

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

(LIST OF ANNEXURES)

ANNEXURE-I

Bid Form

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

Date: _____

To

The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

Sub: Request for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

Ref: CO/DB&FP/75/R1/2025-26 dated 30.05.2025

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

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

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to INR 1,50,000 for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

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

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..

Ref: **CO/DB&FP/75/R1/2025-26**

Date: 30.05.2025

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/75/R1/2025-26**

Date: 30.05.2025

ANNEXURE-II

Self-Declaration – Blacklisting

The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sir,

Sub: Request for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

Ref: CO/DB&FP/75/R1/2025-26 dated 30.05.2025

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/75/R1/2025-26

Date: 30.05.2025

ANNEXURE-III

Contract Form (Project Specific)

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....202.. Between Indian Bank, having its *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 certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

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

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

Contract Period: 3 years from date of go live

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said (For Indian Bank)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:.....

Ref: CO/DB&FP/75/R1/2025-26

Date: 30.05.2025

ANNEXURE-IV

Performance Security Format (Project Specific)

Bank Guarantee No.

Date:

To:

The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

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...

Address:

.....

Ref: CO/DB&FP/75/R1/2025-26

Date: 30.05.2025

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/75/R1/2025-26

Date: 30.05.2025

ANNEXURE-V

Non-Disclosure Agreement (Project Specific)

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 procure Human Resource Management Solution & Payroll Management Solution to Organizations.

M/s..... Limited has been engaged in the business of providing Human Resource Management Solution & Payroll Management Solution.

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

NOW 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.

2. Use of Confidential Information

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

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

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

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

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

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

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

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

BANK
M/s

Ref: **CO/DB&FP/75/R1/2025-26**

Date: 30.05.2025

ANNEXURE-VI

Declaration For MSE/Startup Benefits

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

To,
The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

Sub: Request for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

Ref: CO/DB&FP/75/R1/2025-26 dated 30.05.2025

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. **CO/DB&FP/75/R1/2025-26 dated 30.05.2025** floated for the procurement of *Human Resource Management Solution & Payroll Management Solution to Organizations*. 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/Startup benefits in response to your RFP floated, as referred above.

- a) Exemption on submission of bid security

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

ANNEXURE-VII

Ref: **CO/DB&FP/75/R1/2025-26**

Date: 30.05.2025

**Declaration On Procurement From a Bidder of a Country which shares
a land border with India**
(The Bidder should give the following Undertaking / Certificate on its Letterhead)

To,
The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Date

Dear Sirs,

Sub: Request for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

Ref: CO/DB&FP/75/R1/2025-26 dated 30.05.2025

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 fulfils 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/75/R1/2025-26**

Date: 30.05.2025

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

To,
The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Date

Dear Sirs,

Sub: Request for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

Ref: CO/DB&FP/75/R1/2025-26 dated 30.05.2025

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

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

S.No.	Make and Model	Name of Place

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/75/R1/2025-26**

Date: 30.05.2025

ANNEXURE-IX

Declaration of Source Code Audit (Project Specific)

To,

Date

The Asst. General Manager,
Digital Business & Fintech Partnership Department (Region II)
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

Sub: Request for Proposal of Human Resource Management Solution & Payroll Management Solution to Organizations.

Ref: CO/DB&FP/75/R1/2025-26 dated 30.05.2025

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

We further declare that if we become successful bidder, 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/75/R1/2025-26

Date: 30.05.2025

ANNEXURE-X

Checklist for the RFP

Sl. No.	Eligibility Criteria	Supporting Documents
1	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 5 years as on date of publishing RFP.	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.
2	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) 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 submit the proof of registration herewith.	Undertaking as per Annexure-VII to be submitted.
3	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/ management or partnership firms/ LLPs having common partners has not participated in the bid process.	Self-certified letter signed by authorized official of the bidder to be submitted.
4	The Bidder must have an average turnover of Rs.5 crores during the last 03 (three) financial years i.e. FY 2022-23, FY 2023-24 and FY 2024-25 for its Indian operations. Relaxation only for MSE/Start up: The bidder must have an average turnover of Rs. 3 crores during the last 02 (two) financial years i. e. FY 2023-24 and FY 2024-25 for its Indian operations.	Self-attested Copies of audited financial statements, duly certified by auditor along with the auditor's report to be enclosed. UDIN is mandatory.

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

	(CA Certified along with UDIN - Provisional Balance Sheet can also be submitted for the last financial year ending 31/03/2025).	
5	<p>The Bidder should have positive net worth during the last 03 (three) financial years i.e. FY 2022-23, FY 2023-24 and FY 2024-25. Also, the net worth should not have eroded by more than 30% (thirty percent) in the last three financial years, ending on 31.03.2025.</p> <p>Relaxation only for MSE/Start up: The net worth of the bidder should be positive in any of the last 2 Financial Years (i.e. FY 2023-24 and FY 2024-25) ending on 31.03.2025.</p>	<p>Copy of the audited financial statement along with profit and loss statement for corresponding years.</p> <p>Certificate of the statutory auditor for the positive net worth.</p> <p>UDIN is mandatory.</p> <p>(CA Certified along with UDIN - Provisional Balance Sheet can also be submitted for the last financial year ending 31/03/2025)</p>
6	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.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same as per Annexure-II.
7	Bidder should not be insolvent, in receivership, Bankrupt, or being wound up.	Self-Declaration on Bidder's Letterhead signed by the authorized signatory.
8	Bidder should have experience of minimum 4 years as on the date of RFP in Proposal of Human Resource Management & Payroll Management Solution. The bidder should have implemented minimum five HRMS & Payroll Management Solution and at least two should have been in use /live as on date of publishing RFP.	<p>Copy of the purchase order or Agreement need to be submitted, at least one Purchase Order or Agreement need to be submitted with date not less than 4 years.</p> <p>The Bidder should also furnish Certificate of completion of the work or letter from the institution quoting the period and nature of services provided.</p> <p>At least one certificate from the institution need to be submitted which states the solution is live with date not less than two months as on date of publishing RFP.</p> <p>Bidder should produce Experience related documents in implementing Human Resource</p>

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

		<p>Management Solution & Payroll Solution in India only.</p> <p>Details to be furnished as per Annexure-XII.</p>
9	<p>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.</p> <p>OEM should have its development & support centre in India. This should be full fledged establishment and not created for the submission of this Bid.</p>	<p>Bidder should specifically certify in this regard on company letter head.</p> <p>Sub-Contracting is not allowed and only actual developer or authorized implementation partner of the Solution will be eligible.</p>
10	<p>The bidder should have at least 10 technical resources in India on its roles across areas such as Technical Architecture, Engineering/ Development/ Testers, Design Engineers, Business Analyst) – as on the date of RFP.</p>	<p>Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder along with percentage of domain professionals on payroll.</p>
11	<p>The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy by RBI, SEBI, IRDAI, Data Protection Board of India and any other regulatory authority of India.</p>	<p>Self- undertaking on company's letter head and demo/presentation during the evaluation.</p>
12	<p>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.</p>	<p>Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.</p>

Ref: **CO/DB&FP/75/R1/2025-26**

Date: 30.05.2025

ANNEXURE-XI

Pre-Bid Query Format

(to be provided in MS-Excel format)

Ref: **CO/DB&FP/75/R1/2025-26** dated 30.05.2025

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: CO/DB&FP/75/R1/2025-26
Date: 30.05.2025
ANNEXURE-XII
Experience Details
Ref: CO/DB&FP/75/R1/2025-26 dated 30.05.2025

(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/75/R1/2025-26**

Date: 30.05.2025

ANNEXURE-XIII

Turnover, Net Worth and P&L Details

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

Ref: **CO/DB&FP/75/R1/2025-26** dated 30.05.2025

(Amount in Rs.)

F Y	Turnover	Net Profit and Loss	Net worth

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: CO/DB&FP/75/R1/2025-26

Date: 30.05.2025

ANNEXURE-XIV

Bid Security Form (Project Specific)

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. upto..... and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

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

Ref: CO/DB&FP/75/R1/2025-26

Date: 30.05.2025

ANNEXURE-XV

Pre-Contract Integrity Pact

(To be submitted on Non - Judicial Stamp Paper)

PRE-CONTRACT INTEGRITY PACT

Between

Indian Bank hereinafter referred to as “The Bank”

and

..... hereinafter referred to as “The Bidder/Contractor”

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for procurement of Design, Development, Maintenance and Customization of Portal. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Bank

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

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.

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

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor the liquidated damages equivalent to the amount of the contract value.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

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

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.
2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

Ref: CO/DB&FP/75/R1/2025-26

Date: 30.05.2025

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

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

Ref: **CO/DB&FP/75/R1/2025-26**

Date: **30.05.2025**

Section 9 – Pact Duration

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

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

Section 10 – Examination of Books of Accounts

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

Section 11 – Other provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Corporate Office of the Bank, i.e. Chennai.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a Consortium, this agreement must be signed by all partners or Consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
4. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. In the event of any contradiction between the Pre-Contract Integrity Pact and its Annexure, the Clause in the Pre-Contract Integrity Pact will prevail.
6. Parties signing this Pact shall not approach the courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
7. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Bank in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

The parties hereby sign this Pre-Contract Integrity Pact aton
.....

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

Ref: **CO/DB&FP/75/R1/2025-26**

Date: 30.05.2025

(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____

Date _____

Witness 1:

Witness 1:

(Name & Address) _____

(Name & Address) _____

Witness 2:

Witness 2:

(Name & Address) _____

(Name & Address) _____

Ref: CO/DB&FP/75/R1/2025-26
Date: 30.05.2025
ANNEXURE-XVI
UAT Acceptance Form
User Acceptance Test
Date:

UAT	Human Resource Management Solution & Payroll Management Solution to (Name of the Organization)
------------	---

Application/Module/Feature to be Tested	Human Resource Management Solution & Payroll Management Solution.
Description about the feature	.
User Department Testing the Feature	Name of the Modules deployed for the Organization
Functionality is working fine	Yes all the functionalities are working fine as per the requirement of <<Organisation Name >>
Remarks	

Name	Designation	Department	Signature
	Executive Officer	<<Organisation Name >>	
	Zonal Manager	Zonal Office Indian Bank	
	Any other officials		

Ref: CO/DB&FP/75/R1/2025-26

Date: 30.05.2025

ANNEXURE-XVII
Attendance Sheet for Manpower Deployed at <<Organization Name >>

Name	Designation	Date	Signature of the Employee	Signature of Branch Manager Indian Bank or Official of the organisation with stamp

Ref: CO/DB&FP/75/R1/2025-26

Date: 30.05.2025

ANNEXURE-XVIII
Certificate for conducting Training

Training Conducted on: (Date)

Name of <<Organisation Name >>:

Mode of Training:

Name of the Officials Attended Training	Designation	Date	Signature of the Official of <<Organisation Name >> with stamp

Ref: CO/DB&FP/75/R1/2025-26

Date: 30.05.2025

ANNEXURE-XIX
Invoice Checklist

SI No	Documents Required	Available(Yes/No)
1	Invoice with GSTIN number	
2	Indian Bank Zonal Office Recommendation Letter	
3	Contract form in Non - Judicial Stamp Paper sealed & signed by both Bank and Vendor	
4	Non-Disclosure Agreement (NDA) in Non - Judicial Stamp Paper sealed & signed by both Bank and Vendor	
5	Service Level Agreement (SLA) in Non - Judicial Stamp Paper sealed & signed by both Bank and Vendor	
6	Bank Guarantee	
7	VAPT report by Cert-In Empanelled auditor	
8	UAT Sign off form signed by <<Organisation Name >>	
9	Go Live certificate signed by <<Organisation Name >>	
10	Attendance Sheet for Manpower Deployed at <<Organisation Name >>	

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ANNEXURE-XX
Go Live Certificate

Date of Issue: [Date]

Project Name:

Name of Organisation: [Insert Company/Organisation Name]

This is to certify that the Human Resource Management Solution & Payroll Management Solution developed and deployed by **[Company Name]** has been successfully tested, deployed and is now ready for live usage.

VAPT Completion Date:

Go Live Date: [Insert Date]

S. No	Modules
1	Recruitment & Selection
2	Training
3	Attendance & Leave Module
4	Employee Information / Inventory Module
5	Employee Self Service Module
6	Appraisal/Talent Management Module
7	Payroll/Tax Management
8	Travel And Tour Management
9	Expense Claims / Reimbursements Management
10	Grievance Management
11	Exit And Separations
12	Reports & Analytics
13	Broadcast
14	Admin Module
15	Shift Management

Authorized Signatory of Bidder

Executive Officer of the Organization

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ANNEXURE-XXI
Service Level Agreement

This Service Level Agreement ("Agreement") is executed on _____ ("Execution Date") by and between:

Indian Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Zonal Office at (Name of the Zonal Office) through Shri. _____, [__designation__] Indian Bank (hereinafter referred to as "Bank", which expression, shall unless repugnant to the context or meaning thereof shall always mean and include its successors, executors and administrators) OF THE FIRST PART;

AND

'Name of the Successful Bidder', a company incorporated under the Companies Act, 2013 / a LLP under the provisions of Limited Liability Partnership Act, 2008

and having its registered office at Address of the Successful Bidder represented by its Authorized signatory..... (Name, Designation) (hereinafter referred as "Solution Provider", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and permitted assigns) of the second part.

"Indian Bank" and **"Solution Provider"** are hereinafter collectively referred to as **"Parties"** and individually as a **"Party"**.

WHEREAS

- i. Indian Bank is in the business of offering various banking services to its customers.
- ii.(Name of the Organisation) approached the Bank for its various banking needs and for the purpose it needs an application for E-Governance and collection of taxes (hereinafter referred as **"Software Solution"**).
- iii. The Solution Provider is in the business of software development. The Bank intends to avail the services of the solution provider for Software Solution to(Name of the Organisation) on the terms and conditions stipulated herein.
- iv. The Bank has issued a **purchase order to the Solution Provider** dated ("Date of Purchase Order") that specifically defines the scope of work, functional and technical requirements of Software Solution required by(Name of the Organisation) and other

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broad terms of the transaction. In furtherance to the PO, the Parties have agreed to execute this Service Level Agreement and a Non-Disclosure Agreement.

- v. For implementation of E-Governance Solution, necessary technical support shall be provided by '**Name of the Successful Bidder**'. Therefore, the Parties agreed to enter into this Agreement on the terms and conditions more particularly mentioned hereunder.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED by and between both Parties hereto as follows:

1. DEFINITION

Certain terms are used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meaning there indicated.

- a. "**Software Solution**" means E-Governance Solution to(Name of the Organisation).
- b. "**Solution Provider**" means '**Name of the Successful Bidder**' providing the E Governance Solution.
- c. "**Go-live certificate**" means the certificate issued by(Name of the Organisation) upon successful installation and demonstration of all functionalities as specified in this Agreement.
- d. "**UAT Sign Off**" means tests that have been defined and conducted by a select user group before Go-live Date as per acceptance test procedures and the same is approved by(Name of the Organisation).
- e. "**Purchase Order**"/ "**PO**" means Purchase Order issued by the Bank to '**Name of the Successful Bidder**' dated

2. SCOPE OF WORK:

- i. Bank has in order to fulfil the Banking needs agreed to provide Software Solution to(Name of the Organisation) through Solution Provider, who shall develop and maintain the Software Solution, which shall have such features and functionalities as provided in the scope of work finalized by the Bank and/or(Name of the Organisation), and will have a right to review the performance of the services provided by '**Name of the Successful Bidder**'.
- ii. The Scope of Work to fulfil the requirements of(Name of the Organisation) shall be as per RFP

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floated on tender wizard Portal Ref: dated --.--
.2025 and its addendums/corrigendum.

- iii. Solution Provider understands that the final scope of work shall be as per directions of
..... (Name of the Organisation).
- iv. Broad Scope of Work will be as mentioned in the RFP Document.

Following points should be part of the scope of the work:

S. No	Modules (Web Application & Mobile App for Android OS & iOS)	Suggestive Functionalities*
xvi.	Recruitment & Selection	<ul style="list-style-type: none"> Recruitment process management. Manpower Planning Job Description/Job Analysis Recruitment Flow Candidate On boarding Recruitment Agency support/management
xvii.	Training	<ul style="list-style-type: none"> Training / Learning Management Internal and External Training Selection of Candidates for training Training Scheduling Trainer and Trainee Feedback
xviii.	Attendance & Leave Module	<ul style="list-style-type: none"> Attendance Management Attendance Management with GEO tagging Biometric / Facial Integrations Shift Scheduling Leave Module with Leave Masters and Parameters Leave Application & Leave Approval Holiday Management
xix.	Employee Information / Inventory Module	<ul style="list-style-type: none"> Employee Module with detailed information fields. Employee Details. Employee type Management Organization Module Organization Structure Employee Document Module Employee Documents and Files
xx.	Employee Self Service Module	<ul style="list-style-type: none"> Edit/Modify Fields like Permanent/Present Address, contact details from employee information Add / Edit Family Background records and send for approval to HR View of Bank Account details & Reimbursement Account Facility to View HR Policies and Circulars

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xxi.	Appraisal/Talent Management Module	<ul style="list-style-type: none"> • Confirmation • Transfer Management • Promotion Management • Increment Management • Appraisal Management (per employee / per month) • KRA • Goals • Skill Sets • 360 Feedback • Performance Appraisals
xxii.	Payroll/Pension/Tax Management	<ul style="list-style-type: none"> • Payroll Module • Rule Based Engine • Pay Generation • Pay Authorization • Bank Files upload • Salary Sheet • Pay Slip • Income Tax Module • Tax Structure Management • Employee Declaration • LFC/LTC • Tax Calculation • PF/NPS/GPF/EPF/Gratuity Management
xxiii.	Travel And Tour Management	<ul style="list-style-type: none"> • Travel Management • Travel Request • Travel Approval • Travel Claim
xxiv.	Expense Claims / Reimbursements Management	<ul style="list-style-type: none"> • Allowance Management • Claim Master and Parameters • Claim Request for multiple parameters. • Claim Approval • Medical Reimbursement
xxv.	Disciplinary / Grievance Management	<ul style="list-style-type: none"> • Disciplinary Tracking Management. • Ticket generation with intuitive ticket categorization. • Assign ticket owners and resolution TATs to each ticket type • History of grievances reporting. • Action taken • Resolution process. • Recording of staff grievances and follow up made in this regard
xxvi.	Exit And Separations	<ul style="list-style-type: none"> • Employee Separation • Resignation / Reliving Management • Retirement Management • Full and Final Settlement • Gratuity Management • Leave Encashment

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xvii.	Reports & Analytics	<ul style="list-style-type: none"> • Real-time as well as historical visibility into various data points. • Custom report builder i.e. user-friendly DIY report builder for creating custom reports.
xviii.	Broadcast	<ul style="list-style-type: none"> • Broadcast announcements or notices. • Send emails, notify employees, and/or provide persistent homepage notices.
xxix.	Admin Module	<ul style="list-style-type: none"> • Overall Management • User Rights/Access • Guest Login
xxx.	Shift Management	<ul style="list-style-type: none"> • Shift Allocation • Shift Management
	<p>Maintaining a Library of all the successful implementations by the successful bidder through this collaboration of Indian Bank and the Bidder.</p> <p>Bidder to ensure sharing a Success Stories of all the implementations in a presentable format preferably in a PPT/Video</p>	

- v. **'Name of the Successful Bidder'** has to provide Software solution for E-Governance for(Name of the Organisation).
- vi. **'Name of the Successful Bidder'** has to provide required training to Department Officials for implementation of the Project.
- vii. **'Name of the Successful Bidder'** shall be responsible for providing solution with required all configuration during the course of contract.
- viii. Compliance to Bank's policies like IT Policy, Security Policy etc. shall be the responsibility of the Solution Provider. Deviation if any, has to be rectified by the Solution Provider without any additional cost to Bank.
- ix. Support and rectification of any issue faced by the(Name of the Organisation).
- x. **'Name of the Successful Bidder'** will be responsible for data security, data privacy and data backup along with compliance of data protection act and other guidelines of Govt. of India, RBI, MeITY and other regulatory authorities.
- xi.(Name of the Organisation) may, subject to consent and concurrence of the Bank, ask Solution Provider to incorporate additional features or functionalities in the Software Solution in addition to the Scope of work and further, the Solution Provider agrees to render such additional services, subject to such terms and conditions as may be agreed with(Name of the Organisation) and shall intimate the same to the Bank in writing. If any new module is required by(Name of the Organisation) (which is not included in the present scope of work), then additional charges will be paid on mutually agreed cost, terms and conditions.

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- xii. Technical Specification: As per requirement of(Name of the Organisation).
- xiii. Functional Specification: As per requirement of(Name of the Organisation).

3. DELIVERY SCHEDULE

Installation of the application should be completed within 60 days ("Go-live Date"). On the Go-live Date, all additional associated software & installation are to be delivered to(Name of the Organisation) as per this Agreement is agreed by the Bank/(Name of the Organisation) and shall be fully functional and other details as per RFP floated on tender wizard portal Ref: dated --.--.2025 and its addendum/corrigendum.

4. PRICE:

The total amount payable under this **purchase order is Rs.....** /- exclusive of taxes. This cost includes providing E-Governance solution to (Name of the Organisation) at the rate of Rs..... /- exclusive of taxes –

TDS/Penalty if any will be deducted from the payable amount. The detail of amount payable inclusive of all charges is as under:

Price Schedule

Price is to be quoted for 1 organisation of 500 employees exclusive of taxes.

S. No	Modules (Web Application & Mobile App for Android OS & iOS)	Basic Package / Additional Items	Price in Rs. Exclusive of Taxes (Quote for 500 Employees)
1	Recruitment & Selection	Basic Package	
	Training		
	Attendance & Leave Module		
	Employee Information / Inventory Module		
	Employee Self Service Module		
	Appraisal/Talent Management Module		
	Payroll/Tax Management		
	Travel And Tour Management		

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	Expense Claims / Reimbursements Management		
	Grievance Management		
	Exit And Separations		
	Reports & Analytics		
	Broadcast		
	Admin Module		
	Shift Management		
	Virtual Demo as and when required.		
	Charges for conduct of VAPT by a Cert-In Approved Auditor.		
2	Data Migration	Additional Items	
3	AMC Cost for two years starting from second year onwards.(Annual AMC cost will be derived from the quoted cost)	Additional Items	
4	Sever/Cloud/Infrastructure Cost for 3 Year	Additional Items	
5	Data Entry Charges for Old Records	Additional Items	
6	Training & Operational Support	Additional Items	
Total Cost of the Package for 500 Employees for 3 years. (A) (A=1+2+3+4+5+6)			
Cost for conducting Physical Demo to any organization			Rs. 10,000/- per visit

Contract period - 3 years from the date of Go Live

Payments will be released based on the completion of the work/services/deliverables at (Name of the Organisation).

Payment terms is as under:

After Acknowledgement of P.O, UAT Sign Off, Signing of SLA, submission of necessary documents and other agreements	50 %
After VAPT Clearance, Go Live and compliance of terms and conditions Charges for conduct of VAPT to be borne by the successful bidder. Training Certificate, Attendance Sheet if applicable, proof of hosting at MeiTY empaneled cloud and Go live certificate	50 %
AMC for Second Year (Starting after 1 year from date of go live)	AMC 1
AMC for Third Year	AMC 2

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Total	100%
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TDS, GST TDS and Penalty will be deducted from the payment, if applicable.

5. ROLES AND RESPONSIBILITIES:

Following will be the roles and responsibilities of the Solution Provider:

- i. **'Name of the Successful Bidder'** will provide Software Solution which shall have such capabilities and functionalities as defined in the Scope of Work under this agreement and as per the need of(Name of the Organisation).
- ii. Solution Provider shall provide the Source Code of the Software to the(Name of the Organisation) and the Bank to place source code in escrow account with an escrow agent mutually appointed by the Parties as per terms and conditions of RFP floated on tender wizard portal Ref: dated --.--.2025 and its addendum/corrigendum.
- iii. **'Name of the Successful Bidder'** will customize and provide all requirements of(Name of the Organisation) by them till the acceptance of the application included in the one-time license fee cost listed out in this Agreement.
- iv. Solution Provider shall host the application at MeITY Empanelled Cloud as per convenience and requirement of(Name of the Organisation).
- v. **'Name of the Successful Bidder'** will conduct training for(Name of the Organisation) officials and/or Bank Staff as per the requirement.
- vi. **'Name of the Successful Bidder'** will fix/ rectify the vulnerabilities and observations found by the IS Auditor free of cost and submit the final compliance/closer report/certificate from the Auditor.
- vii. **'Name of the Successful Bidder'** will provide following documents:
 - Technical architecture of the solution
 - License certificate for user if applicable.
 - Implementation/Installation document
 - User Manual/Operation manual
- viii. **'Name of the Successful Bidder'** will undertake efforts to familiarize the Bank Staff and(Name of the Organisation) officials so that they become conversant with the Software Solution.

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- ix. **'Name of the Successful Bidder'** shall ensure the software/hardware supplied by **'Name of the Successful Bidder'** complies with the requirements under Information Technology Act, 2000 and subsequent amendments and related Governments/Reserve Bank of India guidelines issued from time to time.
- x. All the issues related to Software Solution shall be handled and resolved by **'Name of the Successful Bidder'** and shall be resolved to the full satisfaction of(Name of the Organisation).
- xi. **'Name of the Successful Bidder'** has to keep regular back up of data as per frequency decided by(Name of the Organisation).
- xii. **'Name of the Successful Bidder'** will provide the required data to(Name of the Organisation) from time to time.
- xiii. **'Name of the Successful Bidder'** has to ensure data security, back up and business continuity plan (In case of any disaster) /DR site. In the event of a data breach or any unauthorized access the Bank shall not be held responsible for any such incidents, and it is understood that the responsibility lies solely with **'Name of the Successful Bidder'** and(Name of the Organisation).
- xiv. Security Audit certificate to be submitted by **'Name of the Successful Bidder'**.
- xv. **'Name of the Successful Bidder'** will provide all licensed products for Software Solution and will renew the provided licenses from time to time and will bear the cost of such licensed product with renewal cost.
- xvi. **'Name of the Successful Bidder'** shall adhere to all relevant laws, regulations, and government guidelines applicable to the services it provides to the Bank.
- xvii. **'Name of the Successful Bidder'** shall obtain and maintain all necessary licenses, permits, and approvals required to perform the services.
- xviii. **'Name of the Successful Bidder'** shall not engage in any activities that could result in non-compliance with anti-money laundering, anti-corruption, and any other relevant laws.
- xix. **'Name of the Successful Bidder'** acknowledges that the Bank shall not be liable for any losses, damages, or liabilities arising out of the Solution Provider's non-compliance with this undertaking or any applicable laws.
- xx. **'Name of the Successful Bidder'** shall customize and provide all requirements of(Name of the Organisation) as advised by them till the acceptance of the application. For any specific change requested by Bank or(Name of the Organisation) in the

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software, the Solution Provider has to provide the changes which is included in one-time license fee being paid and maintenance cost being paid. No additional charges will be paid for any customization during the term of the Agreement.

- xxi. **'Name of the Successful Bidder'** shall provide installation and maintenance support as per requirement of(Name of the Organisation) and scope of work.
- xxii. Configuration and tuning of web server, application server as per requirement of Software Solution for smooth functioning will be done by the Solution Provider.
- xxiii. Access to UAT environment will be provided by Solution Provider. After installation and configuration, live environment will be managed by(Name of the Organisation) and Solution Provider. The Solution Provider shall provide support in patch movement, maintenance and trouble-shooting to(Name of the Organisation).
- xxiv. Bank is not responsible for any financial/non-financial loss arising out of the proposed product.

6. TERMS OF SERVICE:

The Solution Provider shall be bound by the following terms:

- i. Solution Provider shall be responsible for the maintenance, configuration and fault free operations of supplied Software Solution and its maintenance during the warranty and post warranty period.
- ii. In case of discrepancy in software supplied, it is the Solution Provider's responsibility to replace/repair the software immediately at the intimation of the Bank/(Name of the Organisation)
- iii. Solution Provider shall provide a 4-hour response to technical support requests during Bank's working hours. There must be multiple ways to initiate a support request, including email, web page or voice mail.
- iv. Solution Provider shall provide free software upgrades.
- v. If the downtime is more than a week, Bank shall have a right to levy additional penalty of 10 % of total cost of solution in addition to the above penalty.
- vi. Any technical glitch/ issue in installed software solution should be attended on priority and should be covered under warranty/AMC.
- vii. The supplier has to maintain a guaranteed minimum uptime of 99% for software solution supplied to avoid any disruption due to breakdown of system or degraded performance impacting operations of(Name of the Organisation) or unavailability of data. The calculation of uptime will be on a monthly basis.

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- viii. The issue/ break down message may be communicated by the(Name of the Organisation)/Bank team by way of phone call / email/ call logging.
- ix. For penalty calculation, the total time elapsed between the intimation of break down message from Bank side to the supplier and receipt of rectification message from the supplier to Bank side will be considered.
- x. The penalty will be deducted from payable amount.
- xi. For calculation of uptime (penalty), planned/ scheduled down time will be exempted. Bank will pay the bidder after deducting the calculated penalty from the payable amount.

Service Area	Service Level	Penalty
Availability Management		
Uptime of the solution for High availability setup	Uptime % of application calculated on monthly basis for each solution.	Penalty shall be applicable in % (as mentioned below) of monthly contract value. If the uptime is below 98%, the Bank shall have full right to terminate the contract with the Solution Provider.
	99% to 100%	NA
	Below to 99%	1 % deduction of monthly contract value for the solution for every reduction in uptime by 1 % in uptime. Uptime shall be calculated monthly basis.

7. BUSINESS CONTINUITY PLAN

- i. The Solution Provider undertakes to ensure business continuity by submitting business continuity plan in case of termination of the Agreement.
- ii. In the event of failure of the Solution Provider to satisfy the obligations listed in this Agreement or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the Services contracted with another entity.
- iii. The Solution Provider shall continue to provide services as per the terms of contract until the new service provider is appointed. During the transition phase, the Solution Provider shall render all reasonable assistance to the new solution provider. No additional cost shall be levied by the Service Provider on the Bank for ensuring smooth transition and continuity of services.
- iv. The Solution Provider shall comply with the(Name of the Organisation)'s reasonable request for any assistance and training requirements following the expiry or termination. The purpose of such training shall be to enable the(Name of the Organisation) or new service

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provider to adopt, integrate and utilize the Software Solution and to deliver an equivalent service as to that previously provided by the Solution Provider.

8. DATA PROTECTION

- i. **'Name of the Successful Bidder'** shall adhere to all the data security and privacy guidelines mandated by applicable laws and government agencies such as RBI, SEBI, IRDAI, Ministry of Electronics and Information Technology, MeitY and other relevant regulatory bodies.
- ii. **'Name of the Successful Bidder'** shall not disclose, share, or misuse any data provided by the Bank /(Name of the Organisation) and shall take all necessary measures to prevent unauthorized access, use, or disclosure of such data.
- iii. **'Name of the Successful Bidder'** shall implement robust security measures to protect data from unauthorized access, loss, alteration, or destruction.
- iv. In the event of a data breach or any unauthorized access the Bank shall not be held responsible for any such incidents, and it is understood that the responsibility lies solely with **'Name of the Successful Bidder'** and(Name of the Organisation).
- v. **'Name of the Successful Bidder'** shall ensure that all of its suppliers/ sub-contractors/ employees associated with this Agreement maintain the highest standard of confidentiality and data privacy.

9. PERFORMANCE SECURITY:

- i. Within 30 days of signing this Agreement, The Solution Provider shall furnish to the Bank the Performance Security equivalent to 3 % of the total cost of solution in the form of a Bank Guarantee valid for 60 days beyond the term and additional claim period of 30 days, in accordance with format enclosed in the Purchase Order
- ii. The Bank shall invoke the performance security submitted by Solution Provider as compensation for any loss resulting from the Solution Provider's failure in completing their obligations under the Contract.
- iii. The Bank shall discharge the Performance Security and return it to Solution Provider not later than thirty (30) days following the date of completion of the Solution Provider's performance obligations under the Contract. Such invocation may be in writing served upon the financial institution providing such guarantee.
- iv. Failure of the Solution Provider to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award.

10. SECURITY/AUDIT:

The Bank and(Name of the Organisation) reserves the right to do Vulnerability Assessment, Penetration Testing (VAPT), Application Security Audit and Source Code Audit of the solution by third party security

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auditors appointed by Bank/(Name of the Organisation) periodically or as per regulatory guidelines.

11. LIQUIDATED DAMAGES:

If **'Name of the Successful Bidder'** fails to deliver/install any or all of the Goods software's/applications or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the Invoice price of goods and services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the goods software's/applications are not delivered/installed in time, the Bank may consider termination of the Agreement and claim liquidated damages from the Solution Provider.

12. OWNERSHIP

- i. The Bank shall not assume any ownership, liability, or responsibility in the event of any issues arising from the activities or services provided by the Solution Provider.
- ii. The Bank shall not assume any ownership, liability, or responsibility in the event of any data & security breach.
- iii. The Bank shall not be liable for any issues or errors that may arise in working and maintenance of the Software Solution including any reports or output that may be generated through the said Software Solution or any matter ancillary or incidental thereto

13. DELAYS IN PERFORMANCE:

- i. Delivery of the goods and performance of services shall be made by the Solution Provider in accordance with the time schedule prescribed by the Bank or(Name of the Organisation).
- ii. If at any time during performance of the agreement, the Solution Provider or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Service, the Solution Provider shall promptly notify the bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Solution Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Solution Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Agreement.

14. REPRESENTATION AND WARRANTIES: Each of the Parties represents and warrants to the other as under:

- i. It is duly organized, validly existing and in good standing, under the laws of the jurisdiction of its incorporation;

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- ii. It has all the requisite power and authority to execute, deliver and perform its obligations under these presents and to comply with the terms and conditions contained herein;
- iii. These presents have been validly executed and delivered and constitute a legal, valid and binding obligation of such Party.

'Name of the Successful Bidder', agree and confirm as under:

- i. Render the Services in a lawful manner.
- ii. Perform and observe all the instructions given by(Name of the Organisation) as to rendering the Services.
- iii. Not do or cause to be done anything which is prejudicial to the interest of the Bank and(Name of the Organisation) whereby the business or reputation of the Bank &(Name of the Organisation) may be injured or damaged.
- iv. Maintain in full force and effect all applicable licenses, permits, registrations and permissions as it may require for the purpose of rendering the Services under this Agreement and for matters incidental thereto.
- v. Not make any representations or statements on behalf of the Bank &(Name of the Organisation) and shall not enter into any contracts without written consent from the Bank &(Name of the Organisation) for or on behalf of the Bank &(Name of the Organisation) with any party / parties.
- vi. 'Name of the Successful Bidder' aware that the performance of the services required, the exercise of due and special care and the Solution Provider hereby unconditionally and irrevocably undertakes to exercise due and special care in the performance of its Services and obligations hereunder.
- vii. Comply with applicable laws and regulations especially related to data privacy and protection and cyber-security.

15. WARRANTY/AMC

- i. 'Name of the Successful Bidder' warrants against any defect that may arise from the design or workmanship or from any act or omission of Solution Provider that may develop under normal use of the supplied solution.
- ii. This comprehensive warranty shall remain valid for 36 months after the solution has been installed and made live at MeITY empanelled Cloud Services Provider. The Bank shall promptly notify the Solution Provider in writing/by mail of any claims arising under this warranty. Upon receipt of such notice, the Solution Provider shall with all reasonable speed, remove any bugs reported in the solution, without cost

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to the Bank. All the supplied Software Solutions have to be covered under back to back support from the respective OEMs for the full contract period.

16. CONFIDENTIALITY AND NON-DISCLOSURE

- i. Solution Provider hereby recognize and acknowledge that in the due course of the agreement, it will come across and know certain proprietary and confidential information relating to Bank,(Name of the Organisation), its businesses and the scheme including but not limited to any information furnished under the provisions of this agreement in written, electronic or any other form, except for information that Bank /(Name of the Organisation) makes publicly available, shall be regarded as proprietary and confidential ("Confidential Information").
- ii. Solution Provider takes complete responsibility and shall adhere to all the data security and privacy guidelines mandated by the applicable laws and government agencies such as RBI, SEBI, IRDAI, Ministry of Electronics and Information Technology and other relevant regulatory bodies. Solution Provider shall not disclose, share, or misuse the Confidential Information and shall take all necessary measures to prevent unauthorized access, use, or disclosure of such data.
- iii. Solution Provider shall not disclose, without the prior written consent of Bank /(Name of the Organisation), to any other person or use such Confidential Information other than for the purposes of performance of the obligations set forth in this Agreement. In respect of the disclosure of Confidential Information of Bank /(Name of the Organisation)/ Scheme to the employees or contractors of Solution Provider or anybody connected to it, it shall be strictly on need-to-know basis and on execution of proper Confidentiality and Non-Disclosure Agreement.
- iv. Solution Provider shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information disclosed herein and to ensure against any unauthorized disclosure for the any benefit or otherwise and shall be governed by the laws of India.
- v. Solution Provider hereby fully understands and confirms that any violation of the provisions of this Clause would cause irreparable loss, harm and injury to Bank /(Name of the Organisation). Therefore, for any such violation by Solution Provider, Bank and /(Name of the Organisation) shall be fully entitled to seek specific performance in addition to other equitable and legal reliefs including injunction and order of restraint.
- vi. The above restrictions shall survive and continue to apply after the expiration or termination of this Agreement.

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17. INTELLECTUAL PROPERTY

In the event that the Software become the subject of claim of violation or infringement of a third party's intellectual property rights, Solution Provider shall at its expense:

- i. procure for Bank the right to continue to use such Software;
- ii. replace or modify the Software to make them non-infringing, provided that the same function is performed by the replacement or modified software; or
- iii. if the rights to use cannot be procured or the Software cannot be replaced or modified, reimburse Bank for any amounts paid to Solution Provider, along with the replacement costs incurred by Bank for procuring an equivalent software in addition to the losses incurred by the Bank.

18. FORCE MAJEURE

- i. Solution Provider shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for cause, if and to the extent the delay in performance or other failure to perform its obligations under this Agreement is the result of an event of Force Majeure. **"Force Majeure"** means an event beyond reasonable control of the Solution Provider but does not include events arising due to fault or negligence of Solution Provider. Such events may include, but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, change in law etc. Delay by the affiliates of Solution Provider shall not be considered as a force majeure event.
- ii. If a Force Majeure event arises, Solution Provider shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 7 (seven) days from the moment of its inception. Unless otherwise directed by the Bank in writing, Solution Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iii. 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. NOTICE

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- i. All notices required to be given under this Agreement by either Party to the other Party shall be in writing and in English, and shall be addressed to such Party at the address given below or at such address as it may from time to time notify:

- For **Indian Bank-**

Attention:

Email:

Phone:

Address:

- For **'Name of the Successful Bidder'**-

Attention: Legal Team

Email:

Phone:

Address:

Notices may be given by email, facsimile, express courier or personal delivery and shall be effective upon actual receipt by the Party to whom notice is directed.

- ii. Any Party may, from time to time, change its address provided for in this Agreement by giving the other Party not less than ten (10) days prior written notice.

20. TERM AND TERMINATION

i. Term:

The term of the Agreement shall commence from then Effective Date and shall be valid up to a period of three (3) years from the Go-live Date ("Term"). The Agreement is extendable / renewable further at the option of the Bank on mutually agreed terms.

ii. **Termination without Cause:**

Bank may, at any time, terminate this Agreement, in whole or in part, without cause, by giving a prior notice of 90 days in writing to Solution Provider. The notice of termination shall specify the extent to which performance of the Solution Provider under this Agreement is terminated, and the date upon which such termination shall become effective.

iii. **Termination for Cause:**

- i. The Bank reserves the right to terminate this Agreement by giving a prior notice of 90 days in writing to both(Name of the Organisation) and Solution Provider in the event(Name of the Organisation) fails to maintain the terms of the MOU entered with the Bank.

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- ii. The Bank, without prejudice to any other remedy, by 90 days' written notice of default to Solution Provider, may terminate this Agreement in whole or in part:
 - a.If Solution Provider fails to deliver any or all of the Software and allied service(s) within the period(s) specified in the Agreement, or within any extension thereof granted by the Bank,
 - b.If Solution Provider fails to submit the performance security as per the terms of this Agreement
 - c.If Solution Provider fails to perform any other obligation(s) under the Agreement,
 - d.If Solution Provider, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement,
 - e. In case Solution Provider revokes, alters, or deviates from any terms of this Agreement in regard thereof without the consent of the Bank in writing.
- iii. The Bank may, at its absolute discretion give notice of 90 days to the Solution Provider to make good the failure, neglect or contravention complained of, within such time and if Solution Provider fails to cure the defect within the said period, the Bank shall reserve the right to terminate the Agreement with immediate effect.

iv. Effect of Termination:

- i. In the event the Agreement comes to end on account of termination or by the expiry of the Term / renewed term of the Agreement or otherwise, Solution Provider shall provide to the Bank all the manuals, data, back-up, reasonable assistance, and support to the Bank and new vendor engaged by the Bank, for the smooth transfer and continuity of the Services.
- ii. The Software and/or Services that are delivered as per the requirements specified by the Bank and/or(Name of the Organisation) to Solution Provider till the date of effectiveness of this Agreement shall be accepted by the Bank at the terms and price as specified under this Agreement.
- iii. In the event the Bank terminates this Agreement in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Software or Service(s) similar to those undelivered by Solution Provider from any third party, and Solution Provider shall be liable to the Bank for any excess costs for such similar Software or Services. Solution Provider shall continue performance of the Agreement to the extent not terminated.
- iv. Solution Provider undertakes to ensure business continuity by submitting business continuity plan in case of exit prematurely or need based exit route for the Bank.

21. INDEMNIFICATION

- i. Solution Provider agrees and hereby indemnifies(Name of the Organisation) and Bank for any loss or liability that may be incurred by the Bank &(Name of the Organisation), in pursuance of this

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- Agreement including any loss or liability, cost, expenses, damages, charges that may be incurred by the Bank or(Name of the Organisation) on account of the breach of any representations or warranties in pursuance of the Agreement on part of Solution Provider or breach of applicable Laws on part of Solution Provider or any third party liability that may be incurred by Bank or(Name of the Organisation) which is attributable to the acts, deeds or things on part Solution Provider.
- ii. Solution Provider shall indemnify, defend, and hold harmless the Bank in respect of all costs, charges, expenses, losses and other damages which the Bank may suffer due to:
 - a. any claims arising out of IP infringement or any other third-party claims.
 - b. misconduct or gross negligence, damage to tangible or intangible property, its employees and/ or subcontractors, or breach of confidentiality obligations and other obligations under this Agreement.
 - c. claim regarding data loss and data breach by(Name of the Organisation).
 - iii. Subject to applicable law to the contrary, and to the maximum extent permitted by law, Solution Provider shall be liable to the Bank for any consequential/incidental, or indirect damages arising out of this Agreement. However, Bank will not be liable to Solution Provider for any such consequential/incidental, or indirect damages arising out of this Agreement.
 - iv. In case of non-compliance with the requisite quality and uptime, Solution Provider shall be obligated to indemnify(Name of the Organisation) and/ or the Bank for the losses incurred or may be deducted from the amounts payable, as the Bank may deem fit. If the downtime is more than one week, Bank will levy additional penalty of 10% of Subscription Fee. Penalty, if any, shall be debited from the subsequent payments due to the Solution Provider.

22. APPLICABLE LAW

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

23. JURISDICTION

Any dispute arising out of this Agreement will be under the jurisdiction of Courts of Law in (Place of Indian Bank Zonal Office or Organization)

24. DISPUTE RESOLUTION

- i. If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- ii. If after 30 days the Parties have failed to resolve the dispute(s) amicably by such mutual consultation, then either Party may give notice to the other Party of its intention

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- to commence arbitration, as hereinafter provided. No arbitration in respect of this matter may be commenced unless such notice is given.
- iii. 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 Software under the Agreement.
 - iv. The arbitral proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.
 - v. The Arbitral Tribunal shall consist of 3 arbitrators one each to be appointed by the Bank and Solution Provider, the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties ("Arbitral Tribunal") 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.
 - vi. 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.
 - vii. Arbitration proceedings shall be held at Chennai India, and the language of the arbitration proceedings and of all documents and communications between the Parties shall be English.
 - viii. The decision of the majority of arbitrators shall be final and binding upon both parties.
 - ix. 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 of its proceedings including the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each Party itself and the fees for the Presiding Arbitrator shall be shared equally by the Parties.
 - x. Where the value of the dispute is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed mutually by the Parties. If the Parties fail to appoint the arbitrator, 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.
 - xi. Notwithstanding any reference to dispute herein, the parties shall continue to perform their respective obligation under this Agreement unless they otherwise agree.
 - xii. Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.

25. MISCELLANEOUS

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- i. Amendment: The terms or provisions of this Agreement shall be modified, amended, supplemented, waived, or discharged only in writing and shall be signed by both the Parties hereto.
- ii. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors. Solution Provider shall not assign this Agreement nor any of the rights, interests or obligations herein to any third party, unless otherwise agreed in writing by the Bank. If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Agreement shall be considered to be assigned to the new entity and such an act shall not affect the obligations of Solution Provider.
- iii. Severability in the event any of the clauses of this Agreement, for any reason, are found to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and it shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- iv. Headings: The headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.
- v. Waiver: Failure of either Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by either Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned Party.
- vi. Entire Agreement: This Agreement, including but not limited to the Annexures, NDA, PO, Bank Guarantee attached, constitutes the entire agreement between the Parties in connection with the subject matter hereof.
- vii. Inconsistency: In case of any inconsistency between the terms and conditions of this Agreement and any other prior arrangement/agreement entered in between the Parties, the terms and conditions of this Agreement shall prevail.
- viii. Relationship: The relationship between Indian Bank and Solution Provider will be contractual relationship on Principal to Principal basis and does not in any manner create any partnership, joint venture, agency or any other such relationship between the Parties. All employees engaged by the Solution Provider shall be in sole employment to the Solution Provider and the Solution Provider shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances shall Indian Bank be liable for any payments or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of Solution Provider.
- ix. Expenses: All costs and expenses including legal costs, incurred in connection with the execution of this Agreement shall be borne by the Parties jointly.

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- x. This Agreement shall be read in consonance with the PO, NDA, any other document executed by the Parties and the terms and conditions of proposal, quotations and scope of work submitted by(Name of the Organisation).
- xi. Whatever not specifically mentioned herein, this Agreement is subject to the terms and conditions of Purchase Order Dated and Scope of Work as per RFP Ref: tender wizard Portal Ref: dated --.--.2025 and its addendums.

26. COVERAGE OF SUCCESSFUL BIDDER UNDER THE EPF & MP ACT 1952 EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952

Solution Provider shall 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.

27. MINIMUM WAGES ACT

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

28. AUDIT AND INSPECTION

'Name of the Successful Bidder' shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank/.....(Name of the Organisation)/ its auditors (internal and external)/ any statutory/regulatory authority/ authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to services provided to the Bank, in the presence of representatives of the 'Name of the Successful Bidder', at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the 'Name of the Successful Bidder' related to this agreement and cause inspection.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate by their authorised representatives, on their respective behalf, on the Effective Date first written above.

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Date: 30.05.2025

On behalf of:

Indian Bank

'Name of the Successful Bidder'

Name of Zonal Manager

Zonal Office.....

Signature:

Name:

Designation:

Date:

Signature:

Name:

Designation:

Date: