

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025



## REQUEST FOR PROPOSAL (RFP)

FOR

Providing Digital Solution to *Residents'* Welfare Associations  
on Annual Subscription Basis for 3 years

RFP Reference No.	GEM/2025/B/6493303
RFP Issuance Date	24.07.2025
Last Date of request for Queries/ Clarifications	02.08.2025
Date and time of Pre-Bid Meeting	04.08.2025
Last Date for receipt of bids	14.08.2025 03:00 PM
Date and time of opening Technical bids	14.08.2025 03:30 PM

### Issued by:

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

Email: [cofintech@indianbank.co.in](mailto:cofintech@indianbank.co.in)

Website: [www.indianbank.in](http://www.indianbank.in)

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

S. No	Particulars	Timeline
1	<b>Date of RFP Issuance</b>	<b>24.07.2025</b>
2	<b>Last Date of request for Queries/ Clarifications</b> (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	<b>02.08.2025</b> Format for seeking clarification is enclosed as Annexure-XI
3	<b>Pre-bid Meeting Date and Venue Details</b>	<b>04.08.2025</b> through virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details at <a href="mailto:cofintech@indianbank.co.in">cofintech@indianbank.co.in</a> . on or before <b>02.08.2025 03:00 PM</b>  Details of virtual pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	<b>Last Date of Submission/ Closing Date in Online Mode</b> (Last Date of Submission of RFP Response)	<b>14.08.2025 03:00 PM</b> for online bid document submissions.
5	<b>Eligibility cum Technical Bid Opening Date</b>	<b>14.08.2025 03:30 PM</b>
6	<b>Date and time of presentation &amp; demo by the bidders</b>	Shall be intimated separately by the Bank through email.
7	<b>Reverse Auction</b>	The reverse auction will be conducted among those bidders who satisfy the eligibility criteria and qualify in technical evaluation. Further H1 elimination may be done as per the GeM guidelines defined in the GeM Bid Document, if more than 3 bidders are technically qualified.
8	<b>Cost of RFP</b>	Not Applicable
9	<b>Online Bid Submission Details</b>	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal.

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10	<b>Documents to be submitted physically by Bidders (Offline Mode)</b>	<p>Bid Security (EMD) INR 1,00,000 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> <p>Account No.: 743848138</p> <p>Account Name: INDIAN BANK, H.O. Technology Management Department-II</p> <p>IFSC Code: IDIB000H003</p> <p>Branch: Harbour</p>
11	<b>RFP Coordinator</b>	<p>Mr. Aniket Gaikwad</p> <p>E-mail ID: <a href="mailto:cofintech@indianbank.co.in">cofintech@indianbank.co.in</a></p> <p>Contact No: 9361027286</p>

**The RFP document can also be downloaded from:**

**Bank's website:** <https://www.indianbank.in>

**Government e- Market Place (GeM) portal**

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

- I. Note: Indian Bank, does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.
- II. 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 **Government e- Market Place (GeM) portal** (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP (as per Part-II of Section-V) along with the technical bid on the e-procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be considered for opening of commercial bids.
  1. Bidders should enrol/ register themselves on Government e- Market Place (GeM) 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.

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2. 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.
  3. 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.
- III. The RFP document (along with addendums, if any) needs to be signed and stamped by the authorized signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums (if any).
- IV. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids (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.  
Indian Bank, Head Office,  
66,Rajaji Salai,Chennai-600001.



**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 bidders and the Bank are also referred as Service provider and Purchaser respectively.
7. The term “Bid” & “Quote/ Quotation” bears the same meaning in this RFP.
8. RWA means Residents’ Welfare Associations of Apartment Complexes, Housing Societies or any other group of residences or commercial establishments.
9. 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 bidders.
10. 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

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10	IEM	Independent External Monitor
11	DPIIT	Department for Promotion of Industry and Internal Trade
12	MSE	Micro and Small Enterprises
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	RWA	Residents' Welfare Association

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 GeM portal. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

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

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

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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 GeM Portal and it will become part and parcel of RFP.

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

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### **SCHEDULE [D] GENERAL INFORMATION**

Indian Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for selection of two fintech partners for providing Digital Solution to Residents’ Welfare Associations on Annual Subscription Basis for 3 years.

Shortlist of Bidders shall be prepared after evaluation of the technical Bids submitted by the bidders participated in this RFP. Bidders are hereby advised to carefully review and submit all relevant information in the same chronology under the relevant sections only, with their RFP responses.

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

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

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### **SCHEDULE [E] OVERVIEW OF INDIAN BANK**

**Indian Bank** was established in Chennai as part of the Swadeshi Movement on August 15, 1907. Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1<sup>st</sup> April 2020, erstwhile Allahabad Bank is merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14/02/2021.

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

The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo. **For further details, please visit Bank's website [www.indianbank.in](http://www.indianbank.in)**

## **SECTION – I**

### **REQUEST FOR PROPOSAL (RFP)**

The Bank is interested in selecting two fintech partners for providing Digital Solution for various Residents' Welfare Associations on Annual Subscription Basis for 3 years.

Under the proposed model, the Bank will identify the Residents' Welfare Associations who require the digital solutions to manage the payment collection, gate security and other operations of their society or association. The fintech partners selected through this RFP will provide a demo of their solution to the RWA. If the RWA is interested in the digital solution, the fintech partner will on-board the RWA on the digital solution on an annual subscription basis. The annual subscription fee will be paid by the Bank or by the RWA based on the business terms and conditions between the Bank and the RWA.

The selected fintech partners may also identify RWAs and refer to the bank for providing banking services and digital solutions to the RWAs. The estimated number of RWAs expected to be on-boarded through this RFP process is 20.

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 GeM portal before participating in bidding. **Bids have to be submitted online only through GeM portal.** The Commercial Bid (Part II) will be submitted separately along with the bid document. Further Bank will conduct reverse auction on GeM portal to identify the L1 Bidder, as per the terms defined in the tender document.

Interested eligible bidders may submit their quotation for Providing Digital Solution for various Residents' Welfare Associations as specified in Part-I as per the following procedure:

1. Bidders should Apply through GeM 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 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

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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 15<sup>th</sup> 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 28<sup>th</sup> May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29<sup>th</sup> May 2019, 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 16<sup>th</sup> Sept 2020 and subsequent revision order no. P-45021/2/2017-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.
  - 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.



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- 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. 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

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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.
    - 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.

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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, including the Purchase preference to Micro and Small Enterprises (MSEs). 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 bidders shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority”

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

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"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;
- 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.

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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 and online reverse auction.

**Note:** Only the OEM (Original Equipment Manufacturer) of the solution can participate in the bid.

## 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 **04.08.2025** 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 **02.08.2025**.

Email id : cofintech@indianbank.co.in
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In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in the bid, they should register themselves with the Bank by sending an email on above mentioned email id on or before **02.08.2025**.

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 GeM 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 GeM Portal and will form part of the Bidding document.
- 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.



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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 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 GeM may eliminate the H1 bidders from the reverse auction process as per the elimination rule defined in the GeM bid document (if more than 3 bidders are technically qualified) and intimation will be sent by GeM to those bidders who are eligible for the reverse auction, after H1 elimination. 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 are provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank 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 1,00,000 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. 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.

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## 9. Evaluation Criteria

The evaluation/ selection process will comprise of evaluation of the bidders' eligibility, technical competence and commercial aspects as detailed here below:

### 9.1 Eligibility Criteria

Eligibility evaluation will be done to ascertain the eligibility of the bidder to bid for the project. 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 bidders 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 3 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 minimum Rs.1 Crore during the last 03 (three) financial years i.e. FY 2022-23,	Self-attested Copies of audited financial statements, duly certified by auditor



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	<p>FY2023-24 and FY 2024-25 for its Indian operations.</p> <p><b>Relaxation only for MSE/Start up:</b></p> <p>The bidder must have an average turnover of Rs.50 Lakhs during the last 02 (two) financial years i. e. FY 2023- 24 and FY 2024-25 for its Indian operations.</p>	<p>along with the auditor's report to be enclosed.</p> <p>CA Certified along with UDIN - Provisional Financial Certificate can also be submitted for the last financial year ending 31.03.2025.</p>
5.	<p>The Bidder should have positive net worth during the last 03 (three) financial years i.e. FY 2022-23, FY2023-24 and FY2024-25. 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><b>Relaxation only for MSE/Start up:</b></p> <p>The net worth of the bidder should be positive in any of the last 2 Financial Years (i.e. 2023-24 and 2024- 25) ending on 31.03.2025. Also, the net worth should not have eroded by more than 30% (thirty percent).</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>CA Certified along with UDIN - Provisional Financial Certificate can also be submitted for the last financial year ending 31.03.2025.</p>
6.	<p>The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should not be insolvent, in receivership, Bankrupt, or being wound up.</p>	<p>A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same as per Annexure-II.</p>
7.	<p>The bidder shall be the OEM or Authorized partner of the OEM having the intellectual property right of the proposed solution.</p> <p>In case the OEM is participating in the tendering process directly, authorized representative of that OEM will not be permitted to participate in the same tendering process.</p>	<p>If bidder is OEM, undertaking letter mentioning the OEM status and contact details of the development and support centre shall be submitted.</p> <p>If bidder is Authorized partner of the OEM, the manufacturer authorization form (MAF) in the format enclosed under the Annexure-XVI shall be submitted.</p>
8.	<p>Bidder or OEM should have experience of minimum 2 years as on the date of RFP in providing/developing any digital solution to RWAs and the bidder or OEM should have at least minimum 5 RWAs live in their solution as on date of publishing the RFP.</p>	<p>Confirmation mail or letter from at least 5 RWAs.</p>

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9.	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.	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.
10.	The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy.	Self- undertaking on company's letter head and demo/presentation during the evaluation.
11.	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.	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.

**Note: Eligibility criteria mentioned at SI No 4 and 5 in the above table are relaxed for Start-ups and MSEs, subject to their meeting of quality and technical specifications and on submission of documentary evidences to establish their status as a Start-up or MSE.**

**Bidders to note the followings:**

- Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- In case of MSEs in addition to the Certificate of Incorporation, bidder has to submit "Udyam Registration Certificate.

**9.2 General Evaluation Criteria**

- a) 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.
- b) 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.

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- c) 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.

### 9.3 Technical evaluation

Total marks for technical evaluation is 150. Minimum cut-off mark for qualifying in the technical evaluation is 75 out of 150 marks.

S. No.	Evaluation Criteria	Maximum Marks	Minimum Marks	Minimum Passing Percentage
1	Bidder's Experience	30	15	50%
2	Functional & Technical Specifications (through Product Demonstration)	120	60	50%
<b>Total</b>		<b>150</b>	<b>75</b>	<b>50%</b>

**Distribution of Marks for the above Evaluation Criteria is as follows**

#### a. Bidder / OEM 's Experience (30 Marks)

Sr. No	Parameters	Sub- Parameter		Max Marks
1	Bidder's Company Profile	Years in Operation	Marks	10
		Less than three years	3	
		3-5 years	5	
		> 5 years	10	
2	Bidder / OEM's Experience in implementing Digital Solution at RWAs  (Copy of the work order or contract or any other proof for having completed the work and to provide that the solution is currently live as on date of RFP certificate to be submitted)	Total no. of RWAs on-boarded on the solution proposed by the bidder	Marks	10
		More than 10	10	
		5 to 9	5	
		Below 5	0	
3	Bidder / OEM's Experience in integration with the ERP and RFID based access systems. (proof to be submitted)	<b>Experience</b>	<b>Marks</b>	5
		ERP integration	5	
		RFID access integration	5	
		Both integrations	5	
		No integration experience	0	

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4	Number of cities in which support persons are available. (Contact details of the support persons in each city shall be submitted)		<b>No. of cities</b>	<b>Marks</b>	5
			More than 10	5	
			5 to 9	3	
			Less than 5	2	
	<b>Total Marks</b>				<b>30</b>
	<b>Minimum marks for eligibility</b>				<b>15</b>

### **b. Functional & Technical Specifications (120 Marks)**

The functional and technical specification requirements are mentioned in the Section – V (Part – I) of the RFP. For the total number of 60 specifications, bidders will be awarded marks based on the availability of the features demonstrated during the technical evaluation:

<b>Technical Parameters</b>	<b>Marks</b>	<b>Max. Marks</b>
Compliance with technical & functional specifications mentioned in Section-V, Part-I. (Bidders shall demonstrate the capabilities in existing solution during the technical bid evaluation)	<b>Standard Feature:</b> 2 marks <b>Customization required:</b> 1 Marks	<b>120</b>

*For the requirements marked as “optional”, bidder may also write **N.A** (Not Available) in their response. However, no marks will be awarded if the response is N.A or Blank*

### **9.4 Commercial evaluation**

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

- Bank will open commercial bid of technically qualified bidders, as per GeM terms, and intimation will be given to eligible bidders to participate in the reverse auction process, through which Bank will identify the L1 (Lowest quoted) bidder.
- 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 and taxes. The unit price for each line item should be comparable to prevailing market rates.

### **9.5 Bifurcation of Total Cost of Ownership (TCO)**

The estimated number of RWAs expected to be on-boarded through this RFP process is 20. For the purpose of calculating the TCO, these 20 RWAs are grouped to 5 categories (A, B, C, D and E) based on the number of flats in the RWA and the features required in the digital solution.

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After the Reverse auction, the L1 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.

Sl. No.	Number of flats /units in the Society	Annual subscription Fee (without security module & Guard App) per RWA - incl. taxes	Annual subscription Fee (with security module and Guard App) per RWA - incl. taxes
1	Up to 100	Category A	Category B
2	101 – 250	--	Category C
3	251 - 500	--	Category D
4	More than 500	--	Category E

**Note:** Bidders shall calculate the total cost of ownership (TCO) including taxes for 20 RWAs based on the calculation provided in the below formula while submitting its commercial bid in GeM portal. Further the reverse auction will also happen on the total cost of ownership (TCO) and bidders have to quote the TCO while participating in reverse auction.

*(Bidders shall not quote the amount (Rs.) per flat / unit. Only the total cost for the number of flats / units specified in the second column shall be quoted. Also the price quoted shall be the Lowest for A and Highest for E, in the ascending order A < B < C < D < E)*

**Formula to calculate the TCO for 20 RWAs for three years:**

$$TCO = \{ (2 \times A) + (4 \times B) + (8 \times C) + (2 \times D) + (4 \times E) \} \times 3$$

**Please note that:**

- The rates quoted shall be inclusive of all charges including SMS and e-mail charges and all types of implementation and integration charges and taxes.
- if any bidder quotes NIL (Zero) charges for any category, the bid shall be treated as unresponsive and will not be considered for commercial evaluation.
- Bidders quoting unrealistic charges for any category will be disqualified from the commercial evaluation process and the process will continue with the remaining eligible bidders.
- 100% Payment to successful bidders will be made after completion of the on-boarding process and thereafter annually in advance.
- Indian Bank reserves the rights to negotiate the price with the L1 bidder before inviting the L2 bidder for matching the L1 bid amount. It may be noted that Bank will not entertain any price negotiations with any other bidder.
- 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.

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- (viii) 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.
- (ix) 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.

#### **9.6 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:

- (a) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- (b) 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.
- (c) If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- (d) 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.
- (e) 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**

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:

- (a) 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
- (b) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP; and
- (c) No attempt, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

## **14. 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 / Residents' Welfare Associations 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 the 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.

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- 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.
- Bidder shall host the solution and data on Meity empanelled cloud.
- Bidder will conduct training for Residents' Welfare Associations 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 Residents' Welfare Associations.
- Bidder has to keep regular back up of data on a daily basis.
- Bidder will provide the required data to Residents' Welfare Associations 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 the responsibility lies solely with the Bidder.
- Security Audit certificate for the digital solution to be submitted by Bidder.
- 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 such as IT Act, DPDP Act and other applicable guidelines.
- The owner of the data stored in the bidder's system would be the respective RWA. The bidder would act as a custodian of the data and protect the data using the security features mentioned under the Technical and Functional Requirements of the RFP.



### **SECTION - III 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**

100% of Payments for the annual subscription charges for the 1<sup>st</sup> year will be made by the Bank on completing the on-boarding process of the RWA by the successful bidders and on receipt of the confirmation from the RWA.

The annual subscription charges for the subsequent years will be paid annually in advance.

For the RWAs on-boarded at no cost to the Bank, payment will be made by the RWA to the successful bidders.

#### **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:

- a. the place of delivery; and / or
- b. the Items to be supplied/ Services to be provided by the Service provider;

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) Acceptance of Purchase Order**

Within 15 days from issuance of purchase order, acceptance of purchase order along-with authorization letter by the successful bidders should be submitted to the Bank. If for any reason successful bidders backs out after issuance of purchase order or the purchase order issued to the successful bidders does not get executed in part / full, Bank shall invoke/ forfeit EMD/performance bank guarantee and blacklist the bidder for a period of one year.

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Separate delivery instruction will be issued by the Bank for providing digital solution to each RWA.

#### **6) Signing of Contract Form, NDA, SLA and Submission of Proof of Source Code Audit**

Within thirty (30) days from the date of Purchase Order, the successful bidders shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-V) and Service Level Agreement and return it to the Bank.

Successful bidders have 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.

#### **7) Service Level Agreement (SLA) & Tripartite Agreement**

Successful bidders shall enter into a Service Level Agreement with the Bank which will have the terms and conditions related to the service conditions such as on-boarding timelines, penalty for delay, Turn Around Time for resolving the issues, Uptime requirements etc.

Also, as and when an RWA is on-boarded under the contract, a tripartite agreement shall be entered into among the Bank, successful bidder and RWA in the format provided in Annexure – XVII

#### **8) Contract Period**

Each tri-partite agreement will be valid for a maximum period of three years (depending on the terms agreed with the respective RWA) from the date of signing the tri-partite agreement. The master contract and the Service level agreement will be valid from the date of signing the contract and the service level agreement, for a period of three years from the date of signing the last tri-partite agreement under the contract. The Bank may renew the contract for a further period of one year or two years, as decided by the Bank, at mutually agreed rates.

#### **9) Delivery Schedule**

The successful bidders shall complete the on-boarding of the RWA on the digital solution in all respects within 4 (four) weeks from the date of receipt of the delivery instruction for the particular RWA.

#### **10) Sub-Contracting**

The successful bidders 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 service provider under the agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.

#### **11) 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

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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 the RWA when cyber risk materializes and / or cyber security controls at organization fails. The coverages established by the cyber insurance shall cover losses relating to damage to, or loss of information from, IT systems and networks.

## **12) Jurisdiction and Applicable Law**

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of the 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 service provider at their cost.

## **13) Penalties & Liquidated Damages (LD):**

- The successful bidder shall complete the onboarding of an RWA in the digital solution and install the App within 7 working days from the date of issuance of the delivery instruction from the Bank. If the service provider fails to complete onboarding and installation of the solution within 7 working days, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the cost of the digital solution for the particular RWA, as liquidated damages, a sum equivalent to 5% of the cost, for each week or part thereof of delay until actual date of onboarding/installation, up to a maximum deduction of 25% of the cost. If the onboarding/installation is not completed within 5 weeks, the Bank may consider termination of the contract.
- The successful bidder shall maintain an average monthly uptime of 99.50% for the digital solution across all the RWAs onboarded under this RFP. The uptime is less than 99.50% consecutively for 3 months, the Bank will have rights to terminate the contract and invoke the performance bank guarantee. If the contract is not terminated, bank will have the rights to recover penalty from the next payment at 5% of the annual subscription cost per month for each month in which the uptime was less than 99.50%. The uptime % will be calculated based on the outages reported by RWAs.
- If the bidder does not meet the specifications of the RFP during various tests, the bidder shall rectify the same at their own cost to comply with the specifications immediately to ensure business continuity, failing which the Bank reserves its right to invoke the Performance Bank Guarantee.
- The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under the purchase contract or may be recovered by invoking Bank Guarantees or otherwise from bidder or from any other amount payable to the bidder in respect of other Purchase Orders issued under the contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- The above LDs are independent of each other and are applicable separately and concurrently.

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- LD is not applicable for the reasons attributable to the Bank and Force Majeure (as defined in SI No.26 below.

#### **14) 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 GeM portal.

#### **15) Performance Security**

- a. Within 30 days of issue of Purchase Order, the successful bidders shall furnish to the Bank the Performance Security equivalent to 5% of the contract value in the form of a Bank Guarantee from a scheduled commercial Bank located in India, valid for a period of 36 months. Before completion of the 36 months, the validity of performance bank guarantee shall be extended by the successful bidders till the expiry date of the last tri-partite agreement signed under the contract. During the extension, the amount of Bank guarantee shall be revised based on the number of RWAs remaining in the contract.
- b. Format of the performance bank guarantee is enclosed (Annexure-IV). Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.
- c. The performance security submitted by the successful bidders 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.
- d. The performance security will be discharged by the Bank and returned to the successful bidders not later than thirty (30) days following the date of completion of the successful bidders' performance obligations under the Contract.
- e. Failure of the successful bidders 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.

#### **16) Limitation of Liability**

Each Successful bidder's aggregate liability under the contract shall be at actual and limited to a maximum of their 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 successful bidder that gave rise to claim, under this RFP.

This limit shall not apply to third party claims for

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

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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.

### **17) 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 service provider shall indemnify the Bank and keep it indemnified on that behalf.

The successful bidders shall hold the bank and its successors, assigns and the Residents' Welfare Associations and its 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 the successful bidders' employees, agents, contractors, etc.

### **18) 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.

## **19) Patent Rights**

The Service provider 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.

## **20) IT Act 2000**

The equipment's to be quoted as per this RFP 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.

## **21) Intellectual Property Rights (IPR)**

While the successful bidders (OEMs) shall retain the intellectual property rights for the application software, it is required that successful bidders shall grant annual subscription License to the RWAs for the RWA's exclusive use without limitation on the use of those licenses.

In case the successful bidder is developing any customization specific to the Bank's requirements, the successful bidder shall place the source code of customizations done for the bank in escrow with a reputable agency (a bank or established software escrow firm in India) acceptable to the Bank throughout the contract period. The escrow service charges will be equally shared by the Bank and the successful bidder.

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.

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

In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, bidder shall at its choice and expense: [a] procure for Bank the right to continue to use such deliverables; [b] replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or [c] if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse the bank for any amounts paid to bidder for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in



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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.

## **22) Settlement of Disputes**

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the service provider 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 Service provider 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 Service provider; 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.

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- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).
- f) Notwithstanding any reference to arbitration herein,
  - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
  - b. the Bank shall pay the service provider any monies due to the service provider.

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

### **23) Exit Requirements**

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

### **24) 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 Service provider'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 Service provider an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Service provider.

## **25) 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 successful bidder, may terminate the 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 any successful Bidder 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 Service provider 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 Service provider shall continue performance of the Contract to the extent not terminated.

## **26) Force Majeure**

The Successful bidders 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 bidders and not involving the Successful bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by the service provider's vendors to the service provider will not be considered as cause of force Majeure.

If a Force Majeure situation arises, the Successful bidders 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 bidders 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.

## 27) Confidentiality

The service provider 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 bidders / service providers shall not divulge any data/ information collected from the Bank or RWA during the project.**

The service provider will have to enter into a Non-Disclosure agreement (Annexure-V) with the Bank to safeguard the confidentiality of the Bank's business information and the information shared by the RWAs and their residents.

The successful bidders and their 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 Bidders and their 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 Bidders under the contract or existing at any Bank location. The successful Bidders 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 Bidders shall also ensure that all permitted subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidders under the contract or existing at any Bank location.

## 28) Negligence

If the successful bidders neglect 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 bidders calling upon him to make

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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 bidders 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 bidders.

## **29) 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 bidders under this RFP. In such case, decision of the new entity will be binding on the successful bidders.

## **30) 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 Service provider 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 Service provider 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 service provider 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, in the presence of representatives of the service provider, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the service provider related to the agreement and cause inspection.

## **31) Use of Contract Documents and Information**

The successful bidders 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 bidders 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.

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

### **32) 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.

### **33) Taxes and Duties**

The successful bidders 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.

### **34) Compliance with Policy**

The successful bidders 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 bidders.

### **35) Compliance with Statutory and Regulatory Provisions**

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

### **36) Other Terms and Conditions**

- The relationship between the Bank and Successful Bidders 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 Bidders hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- Successful bidders/Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidders/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 bidders/Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidders/Service Provider shall be paid by the successful bidders/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 bidders'/Service Provider's employees, agents, contractors, subcontractors etc. The Successful bidders/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 bidders/Service Provider's employees, agents, contractors, subcontractors etc.

### 37) GENERAL TERMS AND CONDITIONS

#### 37.1 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.

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 GeM portal.

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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.

### **37.2 Representation and Warranties**

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

- i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
- ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract.
- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
  - (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and
  - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied 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,



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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 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.

### **37.3 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 bidders, except as agreed under the terms of the Contract.
- iv. All employees/personnel/ representatives/agents etc., engaged by the Successful bidders for performing its obligations under the Contract/RFP shall be in sole employment of the Successful bidders and the Successful bidders 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 bidders.



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- v. Service provider/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 bidders shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful bidders 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 bidders 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 bidders its prior written consent.

#### **37.4 No Right to Set Off**

In case the Successful Bidders have 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.

#### **37.5 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.

#### **37.6 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.

#### **37.7 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.

#### **37.8 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

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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.

### **37.9 Severability**

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

### **37.10 Award of Contract and Splitting of Quantity**

Bank intends to select two bidders for awarding the contract for the providing the digital solutions to RWAs. Bank will finalize the commercials of the bidders through reverse auction process. The lowest quoted bidder in the reverse auction process will be ranked as L1 bidder and on the same line ranking of the other bidders will be done viz. L2, L3 ..... so on. The proposed quantity of 20 RWAs will be split among L1 & L2 Bidders in the ratio of 70:30, subject to L2 matching the L1 price. In case L2 Bidder does not agrees to match the price of L1 bidder, Bank will ask L3 bidder to match the price of L1 bidder and will select L1 & L3 bidder, subject to L3 matching the L1 price. If L3 also does not agree to match the L1 Price, Bank will ask the next bidder i.e. L4 for price matching and so on. If none of the bidder agrees to match the L1 price, 100% order will be given to L1 Bidder.

However, if L1 Bidder is not Class-I local supplier and L2 Bidder is Class-I local supplier and its price falls within 20% margin of purchase preference of the L1 bidder, then the order will be divided in the ratio of 50:50 among L1 & L2 bidder, subject to L2 (Class-I Local Supplier) matching the L1 price. In case L2 Bidder (Class-I Local Supplier) does not agree to match the L1 price, then price matching opportunity will be given the next lowest Class-I local supplier (falling within 20% margin of purchase preference of the L1 bidder) and so on. In case no Class-I local supplier agrees to match the L1 price, then Bank will ask next lowest class-II local supplier for L1 price matching and so on and order will be given to both the class-II local supplier in the ratio of 70:30, wherein 70% order will be distributed to L1 bidder.

If Both the L1 & L2 Bidders are Class-II Local Suppliers, then Bank will select L1 Bidder and will ask lowest Class-I local supplier (falling within 20% margin of purchase preference of the L1 bidder) to match the L1 price and order will be divided in the ratio of 50:50 among the bidders, subject to price matching. In case bidder does not agrees to match the L1 price,

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then opportunity will be given to next lowest Class-I local supplier and so on as defined in the above paragraphs. Further, if L1 Bidder is not MSE supplier and MSE supplier falls within 15% margin of purchase preference of the L1 bidder, then the order will be divided in the ratio of 75:25 among L1 & MSE supplier, subject to MSE supplier matching the L1 price. In case MSE supplier does not agree to match the L1 price, then order will be split among two bidders, as per the above clause/s.

### **37.11 Bank's rights to vary the quantity of purchase**

The Bank reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The Bank also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

## SECTION - IV

### INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GeM PORTAL

#### 1.1. SUBMISSION OF BIDS THROUGH GeM PORTAL

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

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

*(\*Please refer checklist under Annexure of this tender for more details)*

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

Please take care to scan documents so that total size of documents to be uploaded remains minimum. Unless specified in this RFP, **every document submitted online to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating "search" on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

#### 1.2. BID RELATED INFORMATION

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

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

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### 1.3. OFFLINE SUBMISSIONS

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

- a) Bid Security (EMD) in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised / scheduled commercial Bank (other than Indian Bank) in favour of "Indian Bank" payable at Chennai.

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

The bidder is requested to submit the original documents (as mentioned under point no. 10 of Schedule [A]) in a Sealed Envelope on or before 14.08.2025 03:00 PM to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as "**Request for Proposal for Digital Solution to Residents' Welfare Associations on Annual Subscription Basis for 3 years.**" and the words '**DO NOT OPEN BEFORE (14/08/2025 03:30 PM)**'.

### 1.4. OTHER INSTRUCTIONS

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

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**Date: 24.07.2025**

## SECTION-V

### **PART I - Technical and Functional Requirements**

Date:

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

Dear Sirs,

**Sub: Request for Proposal for Digital Solution to Residents' Welfare Associations on Annual Subscription Basis for 3 years.**

**Ref: Your RFP No. GEM/2025/B/6493303 dated 24.07.2025**

\*\*\*\*\*

Referring to your above RFP, we hereby submit the compliance details for the technical and functional requirements and specifications given below:

- (i) **S** indicates a Standard feature (2 marks)
- (ii) **C** indicates Customization required, and (1 marks)
- (iii) **N.A.**, indicates feature is not available (Applicable for optional features only) – 0 marks

<b>S. No</b>	<b>Modules and Features</b>	<b>Bidder's Compliance</b>
<b>A</b>	<b>Accounting &amp; Billing Module</b>	<b>S / C*</b>
1.	Facility to generate invoices for various services based on variable charges or fixed value or both	
2.	Facility to send the invoices through e-mail and mobile App	
3.	Facility to calculate late payment charges using multiple calculation logics	
4.	Facility to generate and send defaulters' reports	
5.	Facility to send reminders through e-mail, SMS and App notifications.	
6.	Facility to create and maintain a list of metered utilities like water, piped gas, electricity etc. and to capture the meter readings for all flats and to raise invoices (optional)*	
7.	Integration with ERP systems such as Tally	
<b>B</b>	<b>Payment Options</b>	<b>S / C*</b>
8.	<b>Payment Gateway integration:</b> The offered solution should be integrated with a payment gateway, preferably the Bank's recommended payment gateway for collecting various charges as per the invoices generated in the Accounting & Billing Module.	
9.	The payment gateway shall have the facility to accept the payments through all modes (Debit/Credit/Pre-paid cards, net banking, UPI and link based payments).	

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10.	The payments collected through the solution shall be credited to the RWA's account with Indian Bank on T+1 basis.	
11.	The receipt of payment through online mode shall be updated in the system real-time and payment receipt shall be issued through e-mail and mobile App.	
12.	Facility to collect the payment through virtual account mode using fund transfer option (Optional).	
13.	Facility to update the details of payments received through cash, DD and Cheque.	
<b>C</b>	<b>Budget / Expense Control Module</b>	<b>S / C*</b>
14.	Facility to configure various capital and revenue (maintenance) expenditure heads based on the RWA's requirement.	
15.	Facility to upload expenses from excel or CSV file in bulk mode.	
16.	Facility to configure Bank Accounts and ledgers	
17.	Facility to add and maintain inventory / asset details and maintain service history and AMC details for assets such as lifts, motor pumps etc.	
18.	Facility to add and maintain stock details of consumable items such as diesel, bulbs, water etc.	
<b>D</b>	<b>MIS Reports and Regulatory Returns</b>	<b>S / C*</b>
19.	Reconciliation reports for reconciling the Bank account statements, cash and ledgers	
20.	Flat-wise account statements and vendor-wise account statements	
21.	Budget variance Reports to track any variance in planned expenditure (Optional)	
22.	Periodical reports on statutory liabilities, such as Good and Service Tax and TDS	
23.	Reports for filing Quarterly E-TDS returns and generating Form-16A	
24.	Facility to generate balance Sheet and Profit & Loss Statements	
25.	Facility for annual closing and finalization of the book of accounts.	
26.	Any ad-hoc MIS report and clarifications required by Statutory Auditors for audit of the book of accounts	
<b>D</b>	<b>Gate Security Module and Guard App</b>	<b>S / C*</b>
27.	Facility to capture the details and live photo of all visitors and get approval/rejection of the resident through automated call/voice alert made through the mobile App.	
28.	Facility to enter the details of manual verification done by the security guard if there is no response from resident for the automated call/voice alert made through the mobile App.	
29.	Facility to capture the details of pre-approval for expected visitors, service personnel, cabs, delivery etc. through an OTP or passcode generated in the App which can be shared through SMS or WhatsApp	



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30.	Facility to issue gate pass by residents for movement of materials outside, with instant notification to the guard and acknowledgement from guard with capturing of photo of materials moved out.	
31.	Facility to record entry and exit of staff and alert the residents through mobile App notification (Domestic helpers, Drivers, Cooks etc.)	
32.	Integration with RFID based vehicle entry-exit monitoring system (optional)	
33.	Facility to record the guard patrolling details by way of scanning QR codes affixed at various points using the mobile App.	
34.	Facility to raise panic / emergency alarm by the residents to the security guards and administrators.	
<b>D</b>	<b>Helpdesk and Communication Module</b>	<b>S / C*</b>
35.	Facility to raise complaints about own flat or common areas and to track the same	
36.	Facility to escalate the complaints if not attended by support staff within the defined timeline.	
37.	Facility to notify the complainant through mobile App on the status of the complaint.	
38.	Facility for the RWA administrators to define the Turn Around Time and Escalation matrices for each service type.	
39.	Integration / tie-up with external agencies for providing repair or maintenance service personnels (optional)	
40.	Facility for the admin user to publish the announcements and advertisements containing attachments of image, video and document type.	
41.	Facility for the residents to sell and purchase the household items from / to other residents through the mobile App (optional)	
42.	Facility for the residents to discuss / chat on various topics with necessary controls given to the admin user to moderate or close the discussions and to hide inappropriate contents.	
43.	Facility to conduct surveys, opinion polls and voting	
44.	Facility to reserve / request for amenities and facilities such as conference hall along with provision for accepting (and rejecting) and generating invoice by the administrator.	
45.	Option to create photo gallery and albums for uploading the photos of the events conducted in the society.	
46.	Document repository for uploading and safe keeping of the RWA and property related documents.	
<b>E</b>	<b>Requirements related to Information Security</b>	<b>S / C*</b>
47.	The solution shall be hosted in a secured cloud environment of cloud service provider empanelled by Meity, Govt of India	
48.	The bidder should have a valid (i) PCI-DSS and (ii) PA-DSS/PCI-SSF certificate for the applicable modules of the solution offered.	
49.	The bidder should store all data only in India	

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50.	The bidder shall have a Business Continuity Plan (BCP) in place shall ensure high availability of the solution by deploying the solution in an alternate Disaster Recovery (DR) site.	
51.	The bidder shall have systems and processes in place for daily backup of the RWAs data. The successful bidders shall provide the data to the RWA and the Bank as and when required by the RWA or bank.	
52.	It should be possible to disable the features which are not required by the RWA	
53.	The bidder shall have a 24 x 7 team for monitoring the system performance and security.	
54.	The bidder shall ensure an uptime of 99.50% for the solution and any scheduled downtime shall be communicated through the mobile App and also through an e-mail sent to the RWA.	
55.	The solution shall be secured with security devices and secure configurations at various levels, including web application firewall (WAF), network firewall and IPS/IDS systems.	
56.	The bidder shall protect all their systems using an antivirus system that is updated regularly for protection against virus and malwares.	
57.	The bidder shall encrypt the sensitive data using standard encryption protocols during transmission and also when the data is at rest.	
58.	The bidder shall use TLS 1.2 (128 bit) or higher version for transmission. The version shall be upgraded as and when new version is released.	
59.	Bidder shall use HSM (Hardware Security Module) for generating and storing the encryption keys (wherever applicable) securely.	
60.	The solution should have been tested against all possible security threats published by OWASP (Open web application security project) or CIS (Centre for Internet security). Test report shall be submitted along with the bid.	

- \* (i) For the requirements marked as “optional”, bidder may also write **N.A** (Not Available) in their response. However, no marks will be awarded if the response is N.A or Blank.  
(ii) Wherever multiple features are mentioned under a single specification and bidder responded with **S** (standard feature), if availability of one or more features could not be proved during the Demo, it will be treated as a customization and marks will be awarded accordingly. (iii) Successful bidders shall implement all the features marked as **C** (customization) within the implementation timelines specified in the RFP at no additional cost to the Bank.

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.

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For M/s.....

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

E-mail ID:

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

**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  
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sir,

**Sub: Request for Proposal for Digital Solution to Residents' Welfare Associations on Annual Subscription Basis for 3 years.**

**Ref: Your RFP No. GEM/2025/B/6493303 dated 24.07.2025**

We submit hereunder the price breakup details for providing of *Digital Solution to Residents' Welfare Associations on Annual Subscription Basis for 3 years* as per the specifications.

**Price Schedule**

Sl. No.	Number of flats /units in the Society	Annual subscription Fee (without security module and Guard App) per RWA – incl. of taxes	Annual subscription Fee (with security module and Guard App) per RWA – incl. of taxes
1	Up to 100	A	B
2	101 – 250	--	C
3	251 - 500	--	D
4	More than 500	--	E

**Note:** Bidder has to quote total cost of ownership (TCO) including taxes for 20 RWAs (as per the calculation provided in the below formula) while submitting its commercial bid in GeM portal.

*(Bidder shall not quote the amount per flat / unit. Only the total cost for the number of flats / units specified in the second column shall be quoted. Also, the price quoted shall be the lowest for A and Highest for E, in the ascending order  $A < B < C < D < E$ )*

**Formula to calculate the TCO for 20 RWAs for three years:**

$$TCO = \{ (2 \times A) + (4 \times B) + (8 \times C) + (2 \times D) + (4 \times E) \} \times 3$$

Bidder has to quote TCO amount for 20 RWAs (inclusive of taxes) while submitting its bid in GeM portal. As per the terms of this RFP, commercials will be finalized through reverse auction based

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on the TCO quoted by bidders for 20 RWAs. and purchase order will be released in GeM portal for the total amount only (after the splitting of quantity, if applicable). Successful Bidders need to pay the transaction fees to GeM based on the TCO price quoted in the reverse auction. However, the Bank will issue separate purchase order and delivery instructions to the successful bidders on case to case basis, as and when requirement received from Residents' Welfare Associations. Bidders may consider these factor and quote the commercials accordingly. 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.

**PRICE STATEMENT:**

Total Cost of Ownership (TCO) for 20 RWAs for the entire contract period of three years (inclusive of all applicable taxes, duties, levies, freight, insurance, warranty, Annual maintenance charges, Annual Technical Support charges etc.), is Rs.  
..... (in figures) Rupees  
..... (in words).

Payment gateway charges, if any, applicable as per the regulatory guidelines will be finalized after discussion with the Bank and will be subject to acceptance by the Bank and the RWA.

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

For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

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(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  
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

**Sub: Request for Proposal for Digital Solution to Residents' Welfare Associations on Annual Subscription Basis for 3 years.**

**Ref: Your RFP No. GEM/2025/B/6493303 dated 24.07.2025**

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 for 5% of the contract value 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.

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

Signature .....

.....  
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

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

Mobile:

Email



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Date: 24.07.2025

**ANNEXURE-II**

**Self-Declaration – Blacklisting**

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

Dear Sir,

**Sub: Request for Proposal for Digital Solution to Residents' Welfare Associations on Annual Subscription Basis for 3 years.**

**Ref: Your RFP No. GEM/2025/B/6493303 dated 24.07.2025**

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:**

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

### **ANNEXURE-III**

#### **Contract Form**

**(To be submitted on Non - Judicial Stamp Paper)**

**THIS AGREEMENT** made the .....day 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 Service provider) having its Registered Office at ..... (City and Country of Service provider) (hereinafter called “the Service provider”) 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 Service provider 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 Service provider as hereinafter mentioned, the Service provider 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 Service provider 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.

**GeM Bid Ref: GEM/2025/B/6493303**

**Date: 24.07.2025**

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

Sl. No.	Number of flats /units in the Society	Annual subscription Fee (without security module and Guard App) per RWA	Annual subscription Fee (with security module and Guard App) per RWA
1	Up to 100		
2	101 – 250	--	
3	251 - 500	--	
4	More than 500	--	

**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 service provider)

in the presence of:.....

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

**ANNEXURE-IV**

**Performance Security Format**

Bank Guarantee No.

Date:

To:

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

**WHEREAS** ..... (Name of Service provider) hereinafter called "the Service provider") 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 Service provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Service provider'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 Service provider:

**THEREFORE, WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Service provider, 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 Service provider 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 the .....day of.....20\_\_

Signature of Authorized Official with Seal

.....

Date.....202...

Address: .....

.....

**GeM Bid Ref: GEM/2025/B/6493303**

**Date: 24.07.2025**

---

**NOTE:**

1. Service provider 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.

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Date: 24.07.2025

## **ANNEXURE-V**

### **Non-Disclosure Agreement**

**THIS AGREEMENT** made and entered into at .....on this the .....day 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 "Service provider" 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 provide Digital Solution to Residents' Welfare Associations through fintech partners.

M/s..... Limited has been engaged in the business of providing Digital Solution to Residents' Welfare Associations on Annual Subscription Basis.

The parties have entered into agreement dated \_\_\_\_\_ for providing Digital Solution to Residents' Welfare Associations (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

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 Service provider 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.



**GeM Bid Ref: GEM/2025/B/6493303**

**Date: 24.07.2025**

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.

**GeM Bid Ref: GEM/2025/B/6493303**

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## **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 .....

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

**ANNEXURE-VI**

**Declaration For MSE 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  
Indian Bank No.66, Rajaji Salai, Chennai - 600 001

Dear Sirs,

**Sub: Request for Proposal for Digital Solution to Residents' Welfare Associations on Annual Subscription Basis for 3 years.**

**Ref: Your RFP No. GEM/2025/B/6493303 dated 24.07.2025**

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. RFP No. *GEM/2025/B/6493303 dated 24.07.2025* floated for the procurement of *Digital Solution to Residents' Welfare Associations*. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Exemption on submission of bid security
- b) Purchase preference for MSEs as per the government guidelines

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

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

**ANNEXURE-VII**

**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,

Date

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

Dear Sirs,

**Sub: Request for Proposal for Digital Solution to Residents' Welfare Associations on  
Annual Subscription Basis for 3 years.**

**Ref: Your RFP No. GEM/2025/B/6493303 dated 24.07.2025**

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:**

**GeM Bid Ref: GEM/2025/B/6493303**

**Date: 24.07.2025**

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

To,

Date

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

Dear Sirs,

**Sub: Request for Proposal for Digital Solution to Residents' Welfare Associations on Annual Subscription Basis for 3 years.**

**Ref: Your RFP No. GEM/2025/B/6493303 dated 24.07.2025**

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 15<sup>th</sup> 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 28<sup>th</sup> May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29<sup>th</sup> 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 16<sup>th</sup> Sept 2020 and subsequent revision order no. P-45021/2/2017-PP (BE-II)-Part(4) Vol. II dated 19/07/2024 & its clarifications/amendment (if any) referred to hereinabove.

For Bidder (OEM)

Signature of authorised signatory

Name and Designation:

Seal:

Date:

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Date: 24.07.2025

**ANNEXURE-IX**

**Declaration of Source Code Audit**

To,

Date

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

Dear Sirs,

**Sub: Request for Proposal for Digital Solution to Residents' Welfare Associations on Annual Subscription Basis for 3 years.**

**Ref: Your RFP No. GEM/2025/B/6493303 dated 24.07.2025**

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:**

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Date: 24.07.2025

**ANNEXURE-X**

**CHECKLIST FOR THE RFP**

Sl. No.	Eligibility Criteria	Supporting Documents	Bidder to mention the details of Supporting Documents submitted
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 3 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 minimum Rs.1 Crore during the last 03 (three) financial years i.e. FY 2022-23, FY2023-24	Self-attested Copies of audited financial statements, duly certified by auditor along	



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	<p>and FY 2024-25 for its Indian operations.</p> <p><b>Relaxation only for MSE/Start up:</b></p> <p>The bidder must have an average turnover of Rs.50 Lakhs during the last 02 (two) financial years i. e. FY 2023- 24 and FY 2024-25 for its Indian operations.</p>	<p>with the auditor's report to be enclosed.</p> <p>CA Certified along with UDIN - Provisional Financial Certificate can also be submitted for the last financial year ending 31.03.2025.</p>	
5	<p>The Bidder should have positive net worth during the last 03 (three) financial years i.e. FY 2022-23, FY2023-24 and FY2024-25. 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><b>Relaxation only for MSE/Start up:</b> The net worth of the bidder should be positive in any of the last 2 Financial Years (i.e.2023-24 and 2024-25) ending on 31.03.2025. Also, the net worth should not have eroded by more than 30% (thirty percent).</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>CA Certified along with UDIN - Provisional Financial Certificate can also be submitted for the last financial year ending 31.03.2025.</p>	
6	<p>The Bidder should not have been debarred/ blacklisted for corrupt and fraudulent practices by the Govt. of India / State Governments / Regulatory Agencies / PSU/other institutions at the time of submission of bid. Bidder should not be insolvent, in receivership, Bankrupt, or being wound up.</p>	<p>A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same as per Annexure-II.</p>	
7	<p>The bidder shall be the OEM or Authorized partner of the OEM having the intellectual property right of the proposed solution.</p> <p>In case the OEM is participating in the tendering process directly, authorized representative of that OEM will not be permitted to</p>	<p>If bidder is OEM, undertaking letter mentioning the OEM status and contact details of the development and support centre shall be submitted.</p> <p>If bidder is Authorized partner of the OEM, the manufacturer authorization form (MAF) in the format enclosed under the</p>	

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	participate in the same tendering process.	Annexure-XVI shall be submitted.	
8	Bidder or OEM should have experience of minimum 2 years as on the date of RFP in providing/developing any digital solution to RWAs and the bidder or OEM should have at least minimum 5 RWAs live in their solution as on date of publishing the RFP.	Confirmation mail or letter from at least 5 RWAs.	
9	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.	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	
10	The entity must demonstrate arrangements to ensure compliance with the existing regulations / laws on consumer data protection and privacy.	Self- undertaking on company's letter head and demo/presentation during the evaluation.	
11	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.	Undertaking from the bidder on bidder's letter head signed by the authorized signatory of the bidder.	
12	Copies of RFP documents, pre-bid clarifications and amendments (if any) with bidder's seal and signature on all pages		
13	Bid Security (If Applicable)		
14	Authorization / Power of Attorney / Board Resolution for signing the bid documents		
15	Annexure-I Bid Form		
16	Annexure-II Self-Declaration – Blacklisting		
17	Annexure-VI Declaration For MSE Benefits (If Applicable)		
18	Annexure-VII - Declaration On Procurement From a Bidder of a Country which shares a land border with India		
19	Annexure -VIII - Certificate of Local Content as per Make in India Guidelines		

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20	Annexure -IX - Declaration of Source Code Audit	
21	Annexure -X - Checklist For The RFP	
22	Annexure -XII - Experience Details	
23	Annexure -XIII - Turnover, Net Worth and P&L Details	

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**Date: 24.07.2025**

**ANNEXURE-XI**

**Pre-Bid Query Format**

(to be provided in MS-Excel format)

**Ref: RFP No. GEM/2025/B/6493303 dated 24.07.2025**

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

**ANNEXURE-XII**

**Experience Details**

**Ref: RFP No. GEM/2025/B/6493303 dated 24.07.2025**

(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	Project Details		
			Period (No. of Months)	Start Date	Date of Completion/expected completion
1.					
2.					
3.					
4.					
5.					

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

**ANNEXURE-XIII**

**Turnover, Net Worth and P&L Details**

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

Ref: RFP No. GEM/2025/B/6493303 dated 24.07.2025

(Amount in Rs.)

<i><b>F Y</b></i>	<i><b>Turnover</b></i>	<i><b>Net Profit and Loss</b></i>	<i><b>Net worth</b></i>

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

## ANNEXURE-XIV

### BID SECURITY FORM

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

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.

Sealed with the seal of the Bank this \_\_\_\_ day of \_\_\_\_\_.

(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



GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

## ANNEXURE-XV

### FORMAT OF TRI-PARTITE AGREEMENT WITH RWA

#### **Agreement for Providing Apartment Society Management Application**

This agreement for Providing Apartment Society Management Application (Agreement) is entered into this [●] at [●] and is made effective from [●] ("**Effective Date**")

#### **Between**

INDIAN BANK a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act V of 1970 carrying on the business of banking and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014 and represented by its zonal office ....., hereinafter called the Bank, which expression shall wherever the context so requires or admits, mean and include its successors, administrator and assigns) of the first part,

and

..... **Pvt Ltd**, a company incorporated in India under the Companies Act, ..... and having registered office at ....., hereinafter referred to as **Solution provider** which expression shall, unless repugnant to the context or contrary to the meaning thereof, mean and include its successors and assigns) of **the second Part**;

and

....., a society registered under Society Societies Registration Act, .....and having registered office at ....., hereinafter referred to as **Society** which expression shall, unless repugnant to the context or contrary to the meaning thereof, mean and include its successors and assigns) of **the third part**;

(The Bank, solution provider and the Society are each referred to as a "Party" and collectively as "Parties")

#### **Whereas:**

- A. The Society being desirous to avail the ..... (name of the solution offered by the solution) application from the Bank and has approached the Bank for providing the same;
- B. The Bank is agreeable to arrange the ..... (name of the solution offered by the solution) application from the solution provider and provide the same to the society;
- C. The solution provider is agreeable to provide the ..... (name of the solution offered by the solution) application to the society through the Bank; and
- D. The Parties have decided to enter into this Agreement to set out the understanding between them in this regard.

**IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. Definitions**

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings indicated therein:

- 1.1 “Application” shall mean any software program, website and / or any accompanying or related documentation and services made available by the solution provider and the Bank or its affiliates to the Society, under the terms of this Agreement.
- 1.2 “.....” shall refer to the Application being provided by the solution provider to its customers for the purposes which are more specifically identified in the Annexure of this Agreement.
- 1.3 “Services” means and includes providing the ..... Application and its features which are more specifically identified in the Annexure, as may be provided by the solution provider and the Bank and availed by the Society as agreed under this Agreement.
- 1.4 “Term” shall have the meaning prescribed to in Clause 4.1 of this Agreement.

**2. Scope**

**2.1. Services**

The Society seeks to avail the ..... application and services from Solution Provider and Solution Provider agrees to provide the ..... application and Services as per the terms of this Agreement.

**2.2. License to use the Application**

..... is licensed on a periodic subscription basis. The society will be able to use all the Application features mentioned in the Annexure of this agreement during the validity of the license. Subject to the terms of service of Solution Provider, which are more specifically identified in the website ..... hereby grants the society a limited, revocable, non-transferable, non-assignable license to use the Application.

**2.3. Access User IDs and Passwords**

Solution Provider will provide the society with user IDs and confidential passwords required for the Society to access the Application. The Society acknowledges and agrees that the misuse of the passwords by the society or any third party could cause financial loss and damage to the society. Accordingly, the society shall take appropriate measures to protect the security of the passwords and not provide the passwords to any third party.

The Society hereby agrees to (a) notify Solution Provider promptly if the society suspects any misappropriation or misuse or loss or unauthorized access or use of the passwords and (b) ensure that the user exits from the website, at the end of each session by “Signing Out”. Solution Provider or the Bank will not be liable for any direct, indirect, incidental or consequential loss or damage arising from the Society’s failure to comply with this Clause. 2.3. The Society shall solely be held liable for any and all losses, claims, damages, costs, demands or expenses incurred by Solution Provider or any other user/client or visitor of the Application due to authorized or

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**Date: 24.07.2025**

unauthorized use of any of Solution Provider Services by the society or society's office bearers, members, employees, agents and/or due to society or society's representatives' failure in keeping the details of the passwords confidential.

### **3. Bank's Responsibilities**

The Bank hereby agrees to pay Solution Provider the service charges applicable for the services availed by the society for the term of this agreement. On expiry of the term, the Bank may either continue to make the payment on behalf of the society for the next term or the Bank may decide not to make the payment for the next term. If the Bank is agreeable to make the payment for next term, the term of this agreement will be extended by executing an amendment to this agreement. If the Bank decides not to make the payment, the bank will notify the decision to the society and Solution Provider. The society may, at its discretion, continue to avail the ..... services by paying the service charges.

Bank will not be responsible for any technical issues, malfunctioning, security breach or delay in functioning of the application. The transactions processed in the application will be under the sole responsibility of the society.

### **4. Society's Responsibilities**

The society hereby agrees to open a savings bank account with Indian Bank. The payments received by the society through ..... will be settled to the account opened by the society with Indian Bank. The society further agrees to deposit with Indian Bank a minimum amount of Rs.....(Rupees.....Only) in a Savings Bank account or Rs.....(Rupees.....Only) in a current account or Rs.....(Rupees.....Only) in a term deposit account and to ensure that the balance available in the Bank account does not fall below the said minimum amount during the term of this agreement. Bank reserves the rights to recover the cost of the application from the society if the society does not maintain the balance in the Bank account as per the terms of this agreement. The bank also reserves the rights to put a debit freeze in the account for ensuring that the required minimum balance is available in the Bank account.

### **5. Solution Provider's Responsibilities**

Solution Provider agrees to provide the ..... application and services to the society as per the terms and condition of this agreement within 5 working days from the date of signing this agreement by the parties. Solution Provider agrees to provide uninterrupted services to the society. In the event of any disruptions in the services on account of unforeseen incidents or scheduled maintenance activities or any force majeure events such as natural calamities, Solution Provider will take all efforts to notify the society about such disruptions. Solution Provider confirms that the application is built in a secured manner and the product/version/module(s) functions only in a manner that it is intended to do. The application is free from known vulnerabilities, malware and doesn't have any covert channels in the code. The application is developed as per the best secure design/coding practices and standards as per our policy.

Solution Provider will not be responsible for providing any hardware device such as a mobile phone or tablet or any other computer device to the society.

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Solution Provider will be responsible for ensuring safety, security and privacy of the data received by Solution Provider from the society through the ..... services or through e-mail or any other communication mode. Solution Provider agrees to comply with all the applicable acts and laws related to information security and data privacy.

## **6. Term**

4.1 This Agreement shall commence on the Effective Date and will remain in effect for a period of **One** year.

4.2 Notwithstanding anything to the contrary contained in this Agreement, no party shall terminate this Agreement, for any reason, before the end of the term.

## **7. Payment**

5.1 Bank shall be responsible for and shall pay to Solution Provider the annual subscription fees of Rs..... (Rupees .....Only), subject to the terms and conditions contained in this Agreement. The payment shall be made within:

5.2 Within 7 days from the date of receipt of the invoice if the invoice amount (excluding taxes) is less than or equal to Rs.50,000/- (Rupees Fifty Thousand Only)

5.3 Within 21 days from the date of receipt of the invoice if the invoice amount (excluding taxes) is more than Rs.50,000/- (Rupees Fifty Thousand Only)

## **5.4 Privacy Policy and Consent**

5.5 Solution Provider shall maintain an updated privacy policy and consent driven architecture, to ensure that it has adequate approvals and have obtained explicit written authorization from the users as required by law and/or any contract to access, collect, store and transmit personal data of the users using the application.

## **8. Indemnity**

5.6 Any Party ("Indemnifying Party") shall hold harmless, and indemnify the other Party and its directors, officers, employees, agents, subsidiaries and other affiliates (collectively referred to as "Indemnified Party"), from and against any and all losses, damages, costs, liability, and expense whatsoever (including attorneys' fees and related disbursements) incurred by reason of:

5.7 The gross negligence and/or wilful misconduct, misrepresentations or breach of any representation and/or warranties by the Indemnifying Party provided under this Agreement.

5.8 Any failure by the Indemnifying Party to perform any covenant, obligations or agreement set forth in this Agreement;

5.9 Governing Law. This Agreement is made subject to Indian law and all matters arising out of it shall be subject to the jurisdiction of courts at the place where the Bank's branch maintaining the accounts of the Society is situated or in the jurisdiction of which the said Bank's branch falls.

**IN WITNESS WHEREOF**, the Parties have entered into and executed this Agreement the day and year first above written:

**GeM Bid Ref: GEM/2025/B/6493303**

**Date: 24.07.2025**

For Indian Bank	For <b>[Society's Name]</b>	For Solution Provider
<hr/> Name:  Designation: Branch Manager	<hr/> Name:  Designation:	<hr/> Name:  Designation:

**Annexure: Purposes and features of ..... Application**

GeM Bid Ref: GEM/2025/B/6493303

Date: 24.07.2025

### Annexure-XVI

#### Manufacturer Authorization Form to be submitted in the letterhead of OEM

To,

The Asst. General Manager  
Digital Business & Fintech Partnership  
Indian Bank, No. 66, Rajaji Salai, Chennai – 600 001  
Dear Sirs,

**Sub: Request for Proposal for providing digital solution to Resident Welfare Solution (RWA) on annual subscription basis for a period of 3 years.**

**Ref: Your RFP No. GEM/2025/B/6493303 dated 24.07.2025**

We ..... (Name of the OEM) who are established and reputable developer/solution provider of ..... having development centre at ....., ....., ..... and ..... do hereby authorize M/s ..... (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by Indian Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of solution / software developed by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and support as per terms and conditions of the RFP No .....and the contract for the solution / software and services offered for supply against this RFP No..... By the abovementioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No..... In respect of such solution / software and services. We undertake to provide back-to-back support for modifications / customization and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during the contract period if the above bidder authorized by us fails to perform in terms of the RFP.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date