



**REQUEST FOR PROPOSAL (RFP)
FOR**

Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank

RFP Reference No.	GEM/2026/B/7080211
RFP Issuance Date	06/01/2026
Last Date of request for Queries/Clarifications	10/01/2026 by 05:00 PM
Date and time of Pre-Bid Meeting	12/01/2026 at 03:00 PM
Last Date for receipt of bids	27/01/2026 by 03:00 PM
Date and time of opening technical bids	27/01/2026 at 03:30 PM

Issued by: Information Technology Department

**4th Floor, Indian Bank Head Office,
66 - Rajaji Salai, Chennai 600001**

Email: Brajesh.Dohare@indianbank.bank.in,
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Website: <https://www.indianbank.bank.in>

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

RFP Reference No.	GEM/2026/B/7080211
RFP Issuance Date	06/01/2026
Last Date of request for Queries/ Clarifications	10/01/2026 by 05:00 PM
Date and time of Pre-Bid Meeting	12/01/2026 at 03:00 PM
Last Date for receipt of bids	27/01/2026 by 03:00 PM
Date and time of opening technical bids	27/01/2026 at 03:30 PM

Sr. No	Particulars	Timeline
1	Issuance Date of RFP	06/01/2026
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	10/01/2026 by 05:00 PM Format for clarification is enclosed as Annexure VII
3	Pre-bid Meeting Date and Venue Details	12/01/2026 at 03:00 PM through physical / virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details to Brajesh.Dohare@indianbank.bank.in , hp.mohanty@indianbank.bank.in , vaibhav.saxena@indianbank.bank.in or before 10/01/2026 . Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	Last Date of Submission/ Closing Date in Online & Offline Mode (Last Date of Submission of RFP Response)	27/01/2026 by 03:00 PM for both online bid and offline document submissions. For Offline submission of documents listed in Sl. No. 9 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Assistant General Manager, Information Technology Department, 3 rd Floor, Indian Bank Head Office, 66 – Rajaji Salai, Chennai 600001

5	Eligibility cum Technical Bid Opening Date	27/01/2026 at 03:30 PM
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in para 9.1 of Section II of this RFP	Shall be intimated separately by the Bank through email.
7	Opening of Commercial Bids	The commercial bids will be opened for those Bidders who qualify in both eligibility and technical evaluation.
8	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal. The documents listed below in Sr. No. 9 only to be submitted in offline physical mode.
9	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. Bid Security (EMD) for Rs.10,00,000/- (Rs. Ten Lakh only) 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. BG should be valid for 180 days after from the last date for submission of the Bid (in the format provided at Annexure XI) (or) Fund transfer to be made in the account as detailed below:</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p>
10	RFP Coordinator	<p>1. Shri. Brajesh Dohare, Assistant General Manager, IT Department Email: Brayesh.Dohare@indianbank.bank.in</p> <p>2. Shri. Hara Prasad Mohanty Chief Manager, IT Department Email: hp.mohanty@indianbank.bank.in Contact No: 044-25273011</p> <p>3. Shri. Vaibhav Saxena Chief Manager, IT Department Email: vaibhav.saxena@indianbank.bank.in Contact No: 044-25269779</p>

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

In addition to above, a paper publication will be made for the information to the prospective bidders regarding this RFP. However, clarifications, modifications and date of extensions, if any, will be published in the Bank's website 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** along with physical submission of certain documents at designated office as mentioned in Point No. 9 of Schedule [A] (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 called 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.
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 addendum, 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 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 subject to change with 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:

Assistant General Manager,
Information Technology Department,
3rd Floor, Indian Bank Head Office, 66, Rajaji Salai, Chennai 600001.

SCHEDULE [B1]

GLOSSARY OF TERMS

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

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

ii) Other Terms and abbreviations:

S. No.	Terms used in the RFP	Terms and abbreviations
1	DPDP	Digital Personal Data Protection
2	DPDPA	Digital Personal Data Protection Act
3	DPIA	Data Protection Impact Assessment
4	DPIIT	Department for Promotion of Industry and Internal Trade
5	BFSI	Banking, Financial Services and Insurance
6	BG	Bank Guarantee
7	BNA	Bulk Note Acceptor
8	CDPP-India	Certified Data Protection Professional - India
9	CIPP-E	Certified Information Privacy Professional / Europe
10	CIPM	Certified Information Privacy Manager
11	DCPP	Digital Certified Privacy Professional

12	DD	Demand Draft
13	EMD	Earnest Money Deposit
14	EPF & MP Act	Employees' Provident Funds and Miscellaneous Provisions Act
15	GeM	Government e-Marketplace
16	GoI	Government of India
17	GST	Goods and Services Tax
18	IBU	International Banking Unit
19	IPR	Intellectual Property Rights
20	ISO	International Organization for Standardization
21	IT	Information Technology
22	LLP	Limited Liability Partnership
23	MSE	Micro and Small Enterprises
24	MSME	Micro, Small and Medium Enterprises
25	NBFC	Non-Banking Financial Company
26	NDA	Non-Disclosure Agreement
27	POC	Proof of Concept
28	RFP	Request for Proposal
29	ROPA	Record of Processing Activities
30	SI	System Integrator
31	SLA	Service Level Agreement

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 as.

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.

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.

SCHEDULE [D1]

GENERAL INFORMATION

Indian Bank (hereinafter called the "Bank") is floating Request for Proposal (RFP) for identification of a Bidder (Service Provider) for **Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank** 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.bank.in.

RFP Coordinator

Sr. No.	Name	Designation	Email
1.	Shri Brajesh Dohare	Asst. General Manager (IT Department)	Brayesh.Dohare@indianbank.bank.in
2.	Shri. Hara Prasad Mohanty	Chief Manager (IT Department)	Email: hp.mohanty@indianbank.bank.in Contact No: 044-25273011
3.	Shri. Vaibhav Saxena	Chief Manager (IT Department)	Email: vaibhav.saxena@indianbank.bank.in Contact No: 044-25269779

SCHEDULE [E] OVERVIEW OF INDIAN BANK

Indian Bank, with Corporate Office in Chennai was established as part of the Swadeshi Movement on August 15, 1907.

Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1st April 2020, erstwhile Allahabad Bank was merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14/02/2021. In the last 116 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, Bank fine-tuned its strategies and undertook several structural and operational changes and earned a coveted position in the Indian banking industry. Bank's foremost priority has been to serve the people and its nation.

The Bank has three subsidiaries viz., IndBank Global Support Services Ltd and IndBank Merchant Banking Services Ltd and IndBank Housing Ltd. Bank has also two joint venture viz. Universal Sompo General Insurance Company Ltd and ARSEC (India) Ltd.

The Bank has two sponsored Regional Rural Banks viz., Tamil Nadu Grama Bank; headquartered at Salem (Tamil Nadu) and Puduvai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

The Bank has been pioneer in developing many digital products and received many awards on digital front.

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

VISION:

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

MISSION:

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

As on 30th September 2025, Bank's total Global business reached Rs.13.97 Lakh Cr consisting of Deposits at Rs.7.77 Lakh Cr and Advances at Rs.6.20 Lakh Cr.

As on 30th September 2025 Bank has Pan-India network with 27,119 touch points including 5,955 Brick & Mortar branches, 5,565 ATMs/BNAs, 15,598 Business Correspondents and 1 International Banking Unit (IBU). The Bank has expanded its

footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit at Colombo.

Bank had always been a forerunner in offering digital products which provide hassle free, convenient and safe transaction facilities to enhance customer experience, meeting their expectations as the country gears itself for riding on the digital wave.

Technology Environment

Indian Bank has all its branches on Core banking Solutions, has a range of customer centric and other solutions like full suite of Core banking Solution, payment systems like IMPS, NEFT, RTGS, SWIFT, CTS, etc., alternate delivery channels viz., ATM, Bulk Note Acceptor (BNA), e-Kiosk, Internet banking, Mobile banking, e-payment of Taxes, Utility Bill, Ticket, Donation, SMS alerts and Corporate Net banking. Bank has launched an integrated mobile app having various functionalities with biometric / face id login. Bank has also implemented solution for digital onboarding, both for liability and asset products.

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

Bank has launched Digital banking Omni Channel Application "IndSMART" (Mobile banking/Internet banking) and established a Digital Lending Platform for catering to digital servicing of loans across Retail, Agri and MSME business streams. Bank has recently started a centralised call centre. Implementation of a CRM solution is also underway.

Bank's Information Systems and Security processes are certified with ISO27001:2022 standard and is among very few Banks certified worldwide.

Bank is embarking on a comprehensive journey to ensure compliance with the Digital Personal Data Protection Act (DPDPA), 2023, aimed at establishing a robust, secure, and privacy-by-design data protection framework across the Bank.

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

SECTION - I

REQUEST FOR PROPOSAL (RFP)

Indian Bank is a Public Sector Bank, headquartered at Chennai. The Bank has pan-India network with 27,119 touch points including 5,955 Brick and Mortar branches (including 3 foreign branches), One International Banking Unit (IBU), 5,565 ATMs/Bulk Note Acceptors (BNAs), 15,598 Business Correspondents (BCs) and serves over 100 million customers. It has overseas branches in Singapore and Sri Lanka (Colombo and Jaffna) including a Foreign Currency banking Unit at Colombo and an offshore banking unit in Gift City. Post-merger with Allahabad Bank, Indian Bank is the seventh largest Bank in the country.

As on 30th September 2025, Bank's total global business reached Rs. 13.97 Lakh Cr consisting of Deposits at Rs.7.77 Lakh Cr and Advances at Rs. 6.20 Lakh Crores.

The Bank is interested in Engaging of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank.

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. **Except for the documents required to be submitted in physical form to the Bank, Bids have to be submitted online only through GeM portal.** The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. The Commercial Bid (Section V - Part II) will be submitted separately along with the bid document.

Interested eligible bidders may submit their quotation for carrying out Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank, as specified in Section V - 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. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted in the Commercial bid should be unconditional and should not contain any strings attached thereto. The bids which do not conform to our specifications will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

5. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.

6. **MAKE IN INDIA**

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

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

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

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

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended

lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA).

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

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

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

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

"Beneficial owner" will be as under:

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

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than Ten percent 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 Ten percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

9. Please note that

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

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

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 physical/Video Conference/ WebEx on **12/01/2026**. 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 **10/01/2026 by 05:00 PM**.

Email id: Brayesh.Dohare@indianbank.bank.in,

hp.mohanty@indianbank.bank.in,

vaibhav.saxena@indianbank.bank.in

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.bank.in> and GeM portal.

3. Amendment of bidding documents

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

4. Technical Bid

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

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

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

Bidder shall NOT submit any information related to Commercials in the technical bid submission process or elsewhere except in Commercial Bid Submission form in e-procurement portal. Commercial bid submitted along with other documents in technical bid shall result in the disqualification of the Bid without prejudice to other rights and remedies available to the Bank as per the Terms & Conditions of the RFP.

5. Commercial Bid

1. The Bank will open commercial bids only after a notice is given to the technically qualified bidders on the basis of technical evaluation.
2. The price submitted by Bidders in GeM portal will be treated as the final offer of that bidder and bid will be evaluated accordingly.
3. The calling for quote does not confer any right on a bidder for being awarded any purchase order.
4. The Bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered.
5. The prices and other terms offered by Bidders must be firm for an acceptance period of 90 days from the opening of the commercial bid.
6. The prices quoted by the Bidder shall be inclusive of all taxes, duties, levies etc. including GST. There will be no price escalation for during the contract period. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
7. In case of any variation (upward or downward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc.

6. Clarification of Bids

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

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

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

7. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD / Fund Transfer / Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (Annexure-XI) for a sum of Rs.10,00,000/- (Rs. Ten Lakh only) from the last date for submission of Bid. 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. In case on fund transfer, bid security amount is to be remitted to following account:

Account No.: 743848138

Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II

IFSC Code: IDIB000H003

Branch: Harbour

Unsuccessful Bidders' Bid Security will be discharged or returned. The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.

The bid security may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity or does not accept the correction of errors in accordance with the terms of RFP;
or
- b) In the case of a successful Bidder, if the Bidder fails or refuses to sign the Contract within the specified time from the date of issue of purchase order, or fails or refuses to furnish performance Guarantee as security.

8. Evaluation Criteria

All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of technical competence and the price quoted. The Technical Evaluation and the Commercial Evaluation shall have the weightage of 70% and 30%

respectively, and this weightage shall be taken into consideration for arriving at the Successful Bidder. The assessment methodology is covered in the next section.

The proposals will be evaluated in three stages.

- Phase 1 – Eligibility cum General Evaluation Criteria
- Phase 2 – Technical Evaluation Criteria
- Phase 3 – Commercial Evaluation Criteria

- a) 70:30 Techno-Commercial scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Requirements will be given 70% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Commercial Cost will be given 30% weightage and shall be called Weighted Commercial Score (WCS).
- b) Scoring in the Technical Evaluation: The Bidders, who comply with Bank's eligibility criteria, mandatory technical specifications and other terms and clauses of the RFP document as explained in the bid document, will be shortlisted for technical evaluation. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Requirements. The Bidders themselves will not fill-in any score in Technical Requirements. Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.
- c) After scrutiny of the Technical Bid document and supporting documents, and responses to various Technical Evaluation points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks in the Matrix scored by the bidder will be called Technical Score.
- d) The marks obtained in Technical Evaluation will be given a weightage of 70% which will be termed as "**Weighted Technical Score**" (WTS) and shall be arrived at as under:

Weighted Technical Score (WTS): (T/T1) * 70

T: Technical score of the respective bidder

T1: Highest technical score of all qualified bidders

The total marks of for technical evaluation criteria will be scaled down to 70 marks as furnished in example below.

For Example: If there are two bidder's "A" and "B" who score 250 and 300 marks respectively, out of the total 300 marks in technical evaluation, their "WTS" would be as under:

Bidder "A" = $250 / 300 \times 70 = 58.33$ marks, Bidder "B" = $300 / 300 \times 70 = 70$ marks

- e) Bidders scoring a minimum of 50% marks will be declared technically qualified. Bank reserves the right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.
- f) In the second phase of evaluation, the Commercial Bids of those bidders, whose technical bids have been short-listed and who have qualified in technical evaluation as explained above after scoring of Techno Evaluation, will be opened. After opening of Commercial Bids, commercial evaluation & verification of the commercial bids will be done by the Bank.
- g) For the final evaluation, total cost of ownership (TCO) quoted by the bidder will be given 30% weightage using the formula, given below as part of Techno-Commercial Evaluation Process:

Weighted Commercial Score (WCS): (L1/C) * 30

L1: Lowest price of all qualified bidders

C: Commercial bid of the respective bidder

Extending the example given above, in case Bidders, Bidder "A" and "B" for example quote TCO as Rs. 2,10,000 and Rs.2,00,000 respectively, then the WCS in their case would be calculated as under:

Bidder "A" = 2,00,000 / 2,10,000 x 30 = 28.57 marks

Bidder "B" = 2,00,000 / 2,00,000 x 30 = 30.00 marks

h) The total of Technical and Commercial Scores of each bidder will become basis of final ranking of bidders. Bidder whose combined weighted Technical & weighted Commercial Scores is highest will be ranked as "H1 Bidder" and bidders with second & third highest final scores will be ranked as "H2" and "H3" and so on and so forth.

Total Score H1 = (T / T1) * 70 + (L1 / C) * 30

In above examples, the Total Score after Techno-Commercial evaluation (H1) of Bidders "A" and "B" will be as under:

Bidder	Weighted Technical Score	Weighted Commercial Score	Total Score	Rank
A	58.33	28.57	86.90	H2
B	70	30	100	H1

8.1 Eligibility Criteria

The Bank is seeking eligible bidders for appointment of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank. Only bidders who meet the following eligibility criteria are permitted to respond to this RFP. Offers received from Bidders who do not fulfil any of the following eligibility criteria are liable for rejection.

S. No.	ELIGIBILITY CRITERIA	DOCUMENTS TO BE SUBMITTED
1	<p>Bidder must be a Company incorporated under Companies Act, 2013 / 1956 or a registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) as on RFP issuance date, registered with GSTN.</p> <p>The bidder should not be insolvent, in receivership, Bankrupt, or being wound up status on the date of issuance of RFP.</p> <p>The bidder must have a registered office in India.</p>	<p>Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of Memorandum and Articles of Association/ Partnership Deed to be submitted along with GST registration certificate.</p> <p>Self-certification for each criterion to be submitted by the vendor.</p>
2	The bidder must be in business of Information Technology / Information Security consultancy services for at least 5 years as on date of RFP.	Certificate of Incorporation clearly indicating date of incorporation

3	<p>The bidder must have a minimum average turnover of Rs.7 Crores during the last three financial years (2022-23, 2023-24, 2024-25) through Indian Operations.</p> <p>However, if the bidder is MSEs / start-ups, the average turnover is relaxed to Rs 5 Crores.</p> <p>The net worth of the Bidder firm should not be negative on '31st March 2025 and also should not have eroded by more than 30% (thirty percent) in the last three years, ending on '31st March 2025</p>	<p>Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three financial years.</p>
4	<p>The bidder should also have a positive net worth or positive operating profit during three out of last three financial years ending 2025 i.e. 2022-23, 2023-24, 2024-25</p>	<p>Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three financial years. clearly showing the name of the bidder.</p> <p>Note: The CA certificate provided in this regard should be without any riders or qualification.</p>
5	<p>Bidder should have successfully executed at least two (2) consulting assignments related to DPDP Act / Data Privacy / GDPR / Personal Data Protection/ other any other privacy act (Public Sector/ Private Sector/ Foreign Banks), BFSI, NBFCs) during the last five (5) years prior to date of publication of RFP.</p>	<p>Copy of the Purchase order/ Procurement order and /or Evidence for work done in the projects to be provided by the consultant through reference letters on client's letter head or completion certifications on the client's letter head or email by the Client's Designated Authority from Client's Authenticated mail id or letter of award of contract</p> <p>Proof of Concept (POC) will not be considered as experience.</p>
6	<p>The Bidder shall have a local office or authorised local representative in Chennai to support the execution of the assignment and to ensure effective coordination with the Bank during the entire contract period.</p>	<p>The Bidder shall provide the complete address of the Chennai office / local representative, along with contact details, including name of contact person, designation, mobile number, and official email ID, as part of the Technical Bid submission.</p>
7	<p>Bidder should have experience in consulting-led implementation assistance, including support for selection of System Integrator (SI) / Technology Partner or implementation governance</p>	<p>Relevant Work Order / Client Certificate indicating role in SI selection / implementation oversight</p>
8	<p>The Bidder should have in depth knowledge of Statutory and Regulatory guidelines of IFSCA/Reserve Bank of India/ Any other regulatory body pertaining to the latest Digital Personal Data</p>	<p>A Self-Declaration to be furnished by the Bidder on the Company's letter head for the</p>

	Protection bill 2023 and the latest Master directive for IT Outsourcing activities of RBI.	same.
9	<p>The Bidder should have adequate qualified manpower with proven experience in data privacy / DPDP consulting and implementation support, meeting the following minimum requirements:</p> <ul style="list-style-type: none"> The Bidder should have an overall team strength of at least 200 resources on its rolls. However, in case the Bidder is an MSE / Start-up, the minimum team strength requirement shall be relaxed to 50 resources. The Bidder should have professionals with demonstrable expertise in DPDP / Data Privacy, including at least one Data Privacy / DPDP Subject Matter Expert and one Legal / Regulatory Expert. The Bidder shall deploy a Project In-charge / Coordinator having a minimum of seven (7) years' experience in handling consulting or implementation projects. The Bidder shall deploy a dedicated Project Manager having a minimum of two (2) years' experience in handling projects in the relevant domain of data protection, privacy, information security, or regulatory compliance. The Project Manager shall possess at least one valid professional certification in data protection or privacy, such as CDPP-India / DCPP / CIPP-E / CIPM / ISO/IEC 27701 Lead Implementer or Lead Auditor. Other proposed team members should have a minimum of one (1) year of relevant experience, preferably in the field of data privacy / information security / regulatory compliance. 	CVs of the proposed key personnel, including Project In-charge / Coordinator, Project Manager, and other team members, shall be submitted, along with a self-declaration of availability and relevant experience certificates for each resource. Documentary evidence of all claimed professional certifications to be submitted.
10	Bidder should agree that it shall not act as System Integrator or technology solution provider for DPDP implementation in Indian Bank to avoid conflict of interest	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
11	<p>The Bidder should not have been blacklisted by any Government Dept. / PSUs/ BFSI etc., on the date of RFP.</p> <p>In case the bidder had been blacklisted by any of the above type of institutions earlier, the same must be removed on the date of submission of the tender, otherwise bid would not be considered.</p>	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.
12	The Bidder should neither have failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.

	firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms.	
13	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.

Note:

- Bidders must submit their responses with clear and comprehensive documentary evidence, including client communications, fully substantiating the claimed experience for each eligibility criterion. Client communications must explicitly state the project scope, key deliverables, timelines, and an assessment of satisfactory completion or ongoing progress. These communications may reference a corresponding contract or purchase order (PO) etc. Crucially, all submitted documentation must be interconnected and verifiable, allowing the Bank to directly trace the claimed experience back to supporting contracts, POs, or other official project documentation. Generic or unsubstantiated claims, or client communications that cannot be directly linked to verifiable project documentation, will not be considered for evaluation. Proposals from Bidders who do not fully satisfy all eligibility criteria, as stated, will be summarily rejected.
- The bidder's involvement in the referenced projects must be as a direct service provider, not as a staffing agency or subcontractor.
- Bidder should provide an undertaking that there is no conflict of interest whatsoever with ongoing projects of the Bank.
- All declarations/citations must be duly **sealed and signed by the authorized signatory of the bidder.**

The Bank's discretion on 'Eligibility Criteria' Is final.

General Evaluation Criteria

- a) All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank
- b) The Bank will examine the bid to determine that it is complete in all aspect, duly authenticated by the bidder and fulfilling the requirements stated in the bid document.
- c) The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- d) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. The quote shall conform to all the terms and conditions of the bid documents without material deviations.

8.2 Technical Evaluation Criteria

Bidders shortlisted for Technical Evaluation will be assessed based on their demonstrated understanding of the project scope, proposed approach, relevant experience, and team capabilities. Evaluations will consider past successes in delivering similar projects, focusing on strategy, skillset, timeline adherence, and methodology. Bidders will be scored against a total of 100 points, based on the following parameters:

Evaluation Criteria

Bidder's qualification, capacity, and experience (Max Score-100)

S. No.	Evaluation Criteria	Scoring Criteria	Marks	Max. Marks
1	Experience of the Bidder in Information Technology / Information Security Consultancy Services in India. The Bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership Firm / LLP registered under Partnership Act, 1932 / LLP Act, 2008 and should have been in the business of providing Information Technology/ Information Security Consultancy Services as on date of RFP. Documentary proof to be submitted.	> 5 years and < 7 years	5	10
		> 7 years and < 10 years	8	
		≥ 10 years	10	
2	Experience in Data Privacy Consultancy Services Experience of providing Data Privacy / DPDP / GDPR consultancy services during the last five (5) years in Banks (Public Sector/ Private Sector/ Foreign Banks), BFSI, NBFCs prior to RFP issuance date. A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	2 assignments	5	15
		3 assignments	8	
		> 4 assignments and < 5 assignments	12	
		≥ 5 assignments	15	
3	Experience of having developed and conducted Data Protection / Data Privacy Impact Assessments under any applicable data protection or privacy regulation (including but not limited to DPDP Act, GDPR, or other equivalent privacy regulations) for Banks (Public / Private / Foreign Banks), BFSI / NBFCs prior to the date of issuance of the RFP. Only completed assignments shall be considered. A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	< 3 assignments	5	15
		> 4 assignments and < 5 assignments	10	
		≥ 5 assignments	15	
4	Consulting-led implementation assistance experience , including support for selection of System Integrator (SI) / Technology Partner and/or	< 5 assignments	5	15
		> 5 assignments	10	

	implementation governance (RFP preparation, bid evaluation, milestone validation, advisory). Assignments must be completed or ongoing in India. A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	and < 10 assignments ≥ 10 assignments		
5	Profile of the Dedicated Team proposed for the Project Number of qualified professionals (CDPP-India / DCPP / CIPP-E / CIPM / ISO/IEC 27701 Lead Implementer / Lead Auditor) having more than 2 years' consulting experience in Data Privacy domain , proposed to be deployed for this project onsite. Details to be furnished by the Bidder on the Company's letter head duly signed and stamped by the authorized signatory, containing the name, contact details of resources along with their Certificates and experience in data privacy domain.	≤ 3 qualified members	5	15
		> 3 and ≤ 5 qualified members	10	
		> 5 qualified members	15	
6	Approach & Methodology Paper, Action Plan and Presentation, broadly including but not limited to: <ul style="list-style-type: none"> Understanding of DPDP Act & Rules and DPDP implementation roadmap SI selection & onboarding approach Governance & compliance monitoring model Risk identification & mitigation Templates, tools & accelerators Business benefits & compliance outcomes 	Methodology, Action Plan & Presentation	—	30
		TOTAL		100

Notes:

- All claims must be substantiated with verifiable documentation, demonstrating clear interconnectivity between submitted materials. Client communications, contracts, POs, and other supporting documents should be cross-referenced and traceable, enabling direct validation of experience and project details. Unsubstantiated or unlinked claims will be rejected.
- The bidder's involvement in the referenced projects must be as a direct service provider, not as a staffing agency or subcontractor.
- All prior experience shared as part of the bid should be accompanied by clients' satisfactory letter (in letterhead / institutional E-mail from the client preferably from vertical head concerned).
- Presentation to be made by the Domain Expert & Project Manager to be deployed for the Project, along with the proposed team.
- Documentary evidence must be furnished against each of the above criteria along with an index as required by Bank.

All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of above criteria, should be highlighted.

8.3 Technical Evaluation

The Bids which are securing the minimum technical score of 50 out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find "Highest scoring Bidder" as per evaluation methodology under TECHNO COMMERCIAL EVALUATION CRITERIA. Technically qualified bidders alone will be intimated for opening of commercial bids to identify successful bidder and the evaluation will consider the following factors:

1. The format will be identical for both Technical Bid and Commercial Bid, except that the technical bid should not contain any price information (with Prices masked). Technical bid without price masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices in the commercial bid as per the format shall make the bid liable for rejection.
2. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
3. In case there is a variation between figure and words, the value mentioned in words will be considered.

Note:

1. The highest technical bidder may not automatically qualify for becoming successful bidder and for award of contract by the bank.
2. The Successful Bidder shall be the first ranked Bidder (having the highest combined score). The final decision on the successful bidder will be taken by the bank. The implementation of the project will commence upon acceptance of purchase order by the successful bidder.
3. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial prices quoted.
4. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.
5. The bank will calculate the scores up to two decimal points only. If the third decimal point is greater than 0.005, then the same shall be scaled up else, it shall be scaled down to arrive at two decimal points.
6. The scores of the bidders based on technical evaluation will be shared / communicated to the bidders before the opening of the commercial bids.

8.4 Commercial evaluation

Technically qualified Bidders alone will be intimated, and their commercial bids will be opened, through which Bank will identify successful Bidder for awarding contract. In the commercial bid, the bidder will be required to quote only total cost as mentioned in the commercial bid format (Part-II of RFP). The price quoted should be inclusive of all charges but exclusive of taxes only. The bidder has to submit price break up as per commercial bid format duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

9. Proposal Process Management

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

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

10. 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.

11. Bid and Proposal Ownership

The Bid submitted and all supporting documentation/templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia causes the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

12. Bid Pricing Information

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

SECTION-III **BROAD SCOPE OF WORK**

Bank intends to engage an independent consultant to provide end-to-end consultancy services for Digital Personal Data Protection Act, 2023, the DPDP Rules, and applicable RBI / sectoral regulatory guidelines, including but not limited to advisory support, framework design, implementation assistance, governance, audit readiness, and support for selection and oversight of System Integrator(s) / Technology Partner(s).

The Scope of Work under this engagement shall be executed in the following five (5) phases:

- ✓ Phase I – Program Initiation, Mobilisation and Current State Assessment
- ✓ Phase II – DPDP Compliance Design, Policy Frameworks and Contractual Alignment
- ✓ Phase III – Technology Enablement and System Integrator (SI) Selection
- ✓ Phase IV – Data Protection Impact Assessment (DPIA) and Implementation Support with Governance Oversight
- ✓ Phase V – Training, Audit Readiness and Regulatory Support

Phase	Activities	Key Deliverables
PHASE I Program Initiation, Mobilisation and Current State Assessment	<ul style="list-style-type: none"> i. Conduct formal project kick-off meetings with senior management and key stakeholders. ii. Identify and document all Data Fiduciary obligations applicable to the Bank, including customer, employee, vendor, applicant, and other personal data. iii. Establish a DPDP Program Governance Structure, including escalation mechanisms up to senior management and the Board. iv. Define and document roles and responsibilities across Business Units, IT, Information Security, Business Operations Department, Legal, Compliance, HR, and third-party vendors. v. Align the DPDP program with applicable RBI Master Directions, including IT Governance, IT Outsourcing, and Cyber Security frameworks. vi. Review existing policies, SOPs, notices, registers, templates, and grievance redressal mechanisms. vii. Validate existing Records of Processing Activities (ROPA), wherever available, and create ROPA where such records do not exist. viii. Conduct enterprise-wide data discovery, data flow mapping, and 	<ul style="list-style-type: none"> ✓ DPDP Program Charter ✓ Detailed Project Plan aligned to statutory timelines ✓ Governance, escalation, and reporting framework ✓ Stakeholder responsibility matrix (RACI) ✓ DPDP Gap Assessment Report ✓ Risk-wise and priority-wise gap matrix ✓ Regulatory compliance heatmap ✓ Current-state maturity assessment (People, Process, Technology) ✓ Vendor contract compliance gap summary

	<p>personal data inventory across applications, databases, shared repositories, manual records, and vendor systems.</p> <p>ix. Identify and assess cross-border personal data processing, including processing by vendors and group entities outside India.</p> <p>x. Assess consent mechanisms, privacy notices, data retention and deletion practices, breach handling processes, and security safeguards.</p> <p>xi. Review all existing vendor, service provider, processor, and outsourcing agreements involving personal data processing and identify gaps vis-à-vis DPDP Act, Rules, and RBI guidelines.</p> <p>xii. Perform a comprehensive compliance assessment against DPDP Act, DPDP Rules, and applicable regulatory expectations.</p>	
PHASE II DPDP Compliance Design, Policy Frameworks and Contractual Alignment	<p>i. Design and/or update DPDP-compliant policies and SOPs, including but not limited to Data Protection & Privacy Policy, Consent & Notice Policy, Data Retention & Erasure Policy, Vendor / Processor Data Handling Policy, and Children's Personal Data Policy.</p> <p>ii. Design a Consent Management Framework aligned with DPDP consent requirements.</p> <p>iii. Develop privacy notices, including translations into applicable local languages.</p> <p>iv. Design workflows for Data Principal Rights management, including access, correction, erasure, and grievance handling.</p> <p>v. Design data breach identification, response, and notification framework, including timelines and responsibilities.</p> <p>vi. Update the Bank's Incident Response Plan and Cyber Crisis Management Plan (CCMP) in line with DPDP breach notification obligations.</p> <p>vii. Define retention schedules, deletion triggers, and pre-erasure notification mechanisms.</p> <p>viii. Define governance, audit, and compliance monitoring mechanisms, including the role and operating model of the Data Protection Officer</p>	<p>✓ DPDP Policy and SOP Suite</p> <p>✓ Consent Management Framework</p> <p>✓ Data Principal Rights Handling Framework</p> <p>✓ Data Breach Response & Notification Framework</p> <p>✓ Data Retention & Erasure Framework</p> <p>✓ Governance, audit, and compliance monitoring framework</p> <p>✓ Standard DPDP vendor / processor contractual clause templates</p>

	<p>ix. (DPO).</p> <p>x. Draft, revise, and standardise DPDP-compliant contractual clauses for vendors and processors, including clauses related to confidentiality, security safeguards, sub-processing, cross-border transfers, breach notification, audit rights, data deletion, and exit obligations.</p> <p>x. Support the Bank in aligning existing vendor agreements to DPDP requirements; execution of revised agreements shall remain the responsibility of the Bank. Embed privacy-by-design and privacy-by-default principles into relevant business</p>	
<p>PHASE III Technology Enablement and SI Selection</p>	<p>i. Identify technology enablement requirements necessary for DPDP compliance, including consent management, data discovery and classification, rights request handling, breach tracking, dashboards, and evidence management.</p> <p>ii. Assist the Bank in preparation of RFPs, technical specifications, and evaluation criteria for selection of SI(s) / technology partners.</p> <p>iii. Assist in technical and commercial bid evaluation and provide recommendations for SI selection.</p> <p>iv. Support onboarding of selected SI(s) to ensure commencement of implementation within prescribed timelines.</p> <p>v. Define a phased implementation roadmap and integration architecture.</p>	<p>✓ Technology requirements and functional specifications</p> <p>✓ SI RFP and bid documentation</p> <p>✓ Bid evaluation and recommendation report</p> <p>✓ SI onboarding and implementation roadmap</p>
<p>PHASE IV DPIA and SI-Led Implementation Support with Governance Oversight</p>	<p>i. Identify high-risk and sensitive personal data processing activities requiring Data Protection / Privacy Impact Assessments (DPIA/PIA).</p> <p>ii. Conduct DPIA based on actual processing environments.</p> <p>iii. Assess privacy, security, and regulatory risks and recommend appropriate technical and organisational safeguards.</p> <p>iv. Provide advisory oversight during DPDP implementation by SI(s) and/or internal teams.</p> <p>v. Review and validate SI deliverables and milestones for DPDP compliance.</p>	<p>✓ DPIA Reports</p> <p>✓ Risk mitigation and control recommendations</p> <p>✓ DPIA action tracker</p> <p>✓ Implementation review and milestone sign-off reports</p> <p>✓ Compliance dashboards and executive summaries</p>

	<p>vi. Monitor implementation progress, risks, and remediation actions.</p> <p>vii. Conduct periodic compliance reviews and validate supporting evidence.</p>	
PHASE V Training, Audit Readiness and Regulatory Support	<p>i. Develop and deliver role-based DPDP training and awareness programs.</p> <p>ii. Conduct organisation-wide awareness sessions and change management initiatives.</p> <p>iii. Conduct table-top exercises and mock drills for personal data breach scenarios.</p> <p>iv. Prepare the Bank for DPDP-related audits, inspections, and regulatory reviews.</p> <p>v. Support responses to queries from the Data Protection Board of India, RBI, and other regulators.</p> <p>vi. Assist in internal audits, independent assessments, and ongoing compliance assurance.</p> <p>vii. Incorporate any amendments, rules, or guidelines issued during the contract period.</p>	<input checked="" type="checkbox"/> Training and awareness material <input checked="" type="checkbox"/> Training completion and effectiveness reports <input checked="" type="checkbox"/> Audit readiness and assurance report <input checked="" type="checkbox"/> Regulatory response documentation <input checked="" type="checkbox"/> Compliance evidence repository structure

High Level Project Timeline

Phase	Milestone	Timeline	Execution mode
1	Consultancy Phase (Initiation, Gap Assessment & Design)	$T + 2$ Months	Parallel Execution
2	DPDP Compliance Design, Policy Frameworks and Contractual Alignment	$T + 3$ Months	
3	Technology Enablement and System Integrator (SI) Selection	$T + 5$ Months (T2)	
4	Data Protection Impact Assessment (DPIA) and Implementation Support with Governance Oversight	$T2 + 8$ Months	Parallel Execution
5	Training, Audit Readiness and Regulatory Support	$T2 + 13$ Months	

T - Date of issue of PO to the Consultant.

$T2$ - Completion of Phase 3 scheduled at $T + 5$ Months.

Total Project Duration = 18 Months (from T to completion of Phase 5).

A detailed phase-wise timeline, milestones, dependencies, and acceptance criteria shall form part of the SLA.

CONDITIONS OF CONTRACT

1) Period of Validity of Bids

Bids should remain valid for the period of 180 Calendar 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

The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the Bank during the course of the assignment, the Bank will not pay the fees quoted by the Bidder in the price bid against such activity/item. Broad terms of release of payment (Deliverables Accepted by Bank Team):

Broad Terms of Release of Payment

Phase	Scope Coverage	% of Total Contract Value
1	Consultancy Phase (Initiation, Gap Assessment & Design)	25%
2	DPDP Compliance Design, Policy Frameworks and Contractual Alignment	20%
3	Technology Enablement and System Integrator (SI) Selection	15%
4	Data Protection Impact Assessment (DPIA) and Implementation Support with Governance Oversight	25%
5	Training, Audit Readiness and Regulatory Support	15%
Total		100%

- Deliverable accepted by the Bank and signoff provided, shall be considered for payment release.
- The Bank shall provide sign off for each stage of payment of fees after satisfying with the completion of deliverables and number of resources deployed in the Project.
- Payment to the Consultant will be made subject to satisfaction of the Bank regarding the above phase wise deliverables based on the defined scope, after deducting tax deductible at source as per applicable laws of land
- No special pay, allowance or freight expenses will be paid by the Bank except fees to the Consultant. The Consultant shall bear all the expenses.
- No additional expenses, whatsoever, would be paid over and above that

prescribed above (except otherwise agreed by the Bank). The bills will be submitted to the Bank and payment thereof shall be made directly to the corporate account of the Consultant.

- f. All expenses, stamp duty and other charges / expenses in connection with execution of this Agreement shall be borne by consultant alone
- g. Payments of Invoices:
 - i. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (Thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.
 - ii. The Bank may withhold payment of any charges that it disputes in good faith, and may set-off against penalty amount and any other amount which the Consultant owes to the Bank against charges payable to the Consultant under this Agreement.
 - iii. In case of delay in respect of timelines for designing, roll-out and implementation mentioned in this document, the Bank shall decide whether or not the delay is attributable to the Consultant. In case, the Bank determines that the delay is not attributable to the Consultant, the Bank shall release the payment.

4) Service Level Agreement (SLA)

The supplier shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this RFP and Purchase Order within 30 days from the date of acceptance of the purchase order.

Mutually agreed format of the SLA will be shared with the Successful bidder along with Purchase order.

5) Human Resource Requirements

The Selected Bidder will work with the project team for execution of this assignment and will ensure knowledge sharing and transfer all through the assignment. The team of successful Bidder shall work under the overall guidance and supervision of the Top Executives. Subject Matter Experts (SMEs) shall be made available, on-site or off-site as required, to support various aspects of the assignment and to supplement the efforts of the core project team.

Given the scale and complexity of the program, the assignment shall be supported by an expert team comprising leadership roles, domain specialists, and operational resources. The Bank expects the successful Bidder to deploy an adequately sized and suitably skilled team to support phase-wise implementation activities. The size and composition of the team may vary based on the project stage and deliverables. Any such variation shall be managed at the Bidder's cost, and no additional financial liability shall accrue to the Bank. The Bidder shall be fully responsible for delivering all items defined under the Scope of Work.

Full-Time Roles:

The following roles shall be deployed on a full-time basis for the project duration.

1. Engagement Partner / Program Director
2. DPDP Subject Matter Expert / Privacy Consultant
3. Technology Advisory & SI Coordination Lead
4. Change Management & Training Lead
5. Project Manager / PMO Lead
6. Program and Change Management resources

Specialist Roles (On-site / Off-site, As Required):

Apart from above full-time roles, team members with the following role should be available as and when required:

1. Information Security & Privacy Architect
2. DPIA & Risk Assessment Specialist
3. Legal & Regulatory Advisor

Mandatory On-site Deployment Requirement:

The Bank expects a prospective bidder to deploy adequate on-site team with proven DPDP implementation experience to support the phase wise implementation activities for the entire project period.

Key Personnel Eligibility

Role	Educational Qualification	Relevant Experience
Engagement Partner / Program Director	Postgraduate degree in Law / Information Security / IT / Management	Minimum 12+ years of overall experience in data protection, privacy, regulatory compliance, information security, or large-scale governance programs, with at least 2 years' experience in leading data privacy or personal data protection assignments (DPDP / GDPR / equivalent privacy regulations) for BFSI or other regulated organisations.
Data Privacy / DPDP Subject Matter Expert (SME)	Graduate or Postgraduate in Law / IT / Information Security / Risk Management	Minimum 7+ years of experience in data privacy and protection frameworks, including hands-on experience in privacy gap assessments, policy and SOP drafting, DPIA / PIA, consent management, and regulatory advisory under DPDP, GDPR, or other equivalent privacy regulations for BFSI / regulated entities.
Information Security &	B.E./ B.Tech/ M.Tech in Computer Science / IT /	Minimum 7+ years of experience in information security and privacy-by-

Privacy Architect	Cyber Security	design, including implementation or advisory experience related to data protection controls, encryption, access management, logging, monitoring, and security safeguards, aligned to DPDP, ISO/IEC 27001, or RBI cyber security guidelines.
DPIA / Privacy Risk Assessment Specialist	Graduate or Postgraduate in Law / Risk Management / IT / Information Security	Minimum 6+ years of experience in conducting Data Protection Impact Assessments (DPIA) / Privacy Impact Assessments (PIA), privacy risk assessments, threat modelling, and definition of mitigation controls for BFSI or large enterprises under DPDP, GDPR, or similar privacy regulations.
Legal & Regulatory Advisor	Bachelor's or Master's degree in Law (LLB / LLM)	Minimum 6+ years of experience in data protection and privacy laws, regulatory interpretation, drafting of privacy notices, consent language, contractual clauses, and regulatory correspondence, preferably for BFSI or regulated sector clients.
Technology Advisory & SI Coordination Lead	B.E./B.Tech/MCA/M.Tech in Computer Science / IT	Minimum 7+ years of experience in technology advisory and solution evaluation, including preparation of RFPs, evaluation of privacy/compliance tools, coordination with System Integrators, and oversight of enterprise technology implementations in BFSI or large organisations.
Change Management & Training Lead	Graduate or Postgraduate in Management / HR / IT	Minimum 5+ years of experience in change management, compliance training, awareness programs, and rollout of regulatory or policy initiatives across medium to large organisations.
Project Manager / PMO Lead	Graduate or Postgraduate in Engineering / Management	Minimum 7+ years of experience in managing large-scale IT / regulatory / compliance programs, including project planning, milestone tracking, reporting, risk management, and

		coordination with multiple internal and external stakeholders.
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Note: Experience in DPDP Act assignments may include experience gained under GDPR, Information Technology Act privacy provisions, Personal Data Protection frameworks, or other equivalent data protection and privacy regulations

The consultant is required to:

1. Deploy its resources across various domain and with experience in core and supporting applications having functional and technical domain knowledge.
2. Creating teams in alignment with project plan to ensure timely delivery
3. Define Requirement of resources who brings experience and expertise on managing large scale Digital Transformation processes.
4. Setting up of the governance structure
5. Defining the communication mechanism for change

Bidder has to provide the above details of all the resources as per details in technical bid evaluation table along with documentary evidence to substantiate the experience and skills. Bank may cross check any of the references through any means. Bank may Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case any reference/ experience/ certification/skill set is found to be inadequate/not genuine/forged, for any of the items above. Bank, at its sole discretion, may exercise any or all the options against the Vendor, in such circumstances.

Team Composition and Task assignments along with Curriculum Vitae (CV) of the proposed technical staff as per Annexure – VIII.

The consultant is required to:

- I. Align their resources for this project that are sufficient and capable to execute project on time and with quality, not only for all agreed assignments during, but also a few new requirements that may come up dynamically (if any).
- II. Human resources allocated to the project needs to be consistently available to the Bank for the duration of the engagement. Consultant is responsible to ensure that there is no interruption in service, or delay in committed timelines due to unavailability of resources at any time. Unavailability of resources may attract penalty.
- III. Consultant's teams need to work in coordination and fruitful collaboration with Bank's Official and with Bank's existing Service Providers and other stakeholders.
- IV. Consultant's Team allocated for this project is expected to include broad level, but not limited to key profile roles. Each role may have multiple resources.
- V. The proposed team shall be composed of experts and specialists in their respective areas of expertise such that the Consultant should be able to complete the Consultancy within the specified time schedule. The resource profiles mentioned above are tentative. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted.

VI. Initial plan (resource projection from each activity) should be submitted along with the technical bid.

VII. The proposed onsite resources are required to work from Chennai Only.

VIII. During the assignment, the Project Director/ leads, and key personnel identified for the assignment should continue their services for the Bank under this RFP till completion and the substitution of key staff will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation.

IX. In such unavoidable circumstances, the selected bidder, as the case may be, can do so only with the prior written concurrence of the Bank and by providing the replacement staff of the same level of qualifications and competence. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments (including past payments and payment made in advance) made by the Bank to the selected Bidder during the assignment pursuant to this RFP. However, the Bank reserves the unconditional right to insist the selected Bidder to replace any team member with another (with the qualifications and competence as required by the Bank) during assignment pursuant to this RFP.

X. The Bank will examine the CVs of all the team members and carry out interview to assess their experience and suitability for the engagement. Those not found suitable shall be replaced by the bidder to the satisfaction of the Bank.

Also, in case any of the members of the on-boarded consultant team needs to be replaced by another person of equivalent qualification, the proposed replacement would be interviewed by bank to assess his/her suitability for the engagement, before allowing the said replacement.

6) Contract Period

The project would have to be completed within 18 months from the date of Kick-start Meeting /on boarding.

7) Sub-Contracting

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

8) Governing language

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

9) Insurance

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

controls at organization fails. The coverages established by the cyber insurance shall cover property, theft and network level security.

10) Jurisdiction and Applicable Law

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

11) Penalty/Liquidated Damages (LD)

The Bank shall reserve the right to charge a penalty for any delay in delivering the intended outputs as per deadlines mentioned under Clause "Deliverables and Milestones" of Section-III of RFP, at the rate of 0.50% of the cost of the project, per week or part thereof, subject to a maximum of 10% of the project cost. Once the total penalty exceeds 10% of the cost of the project, Bank reserves the right to terminate the contract.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

The Bank reserves the right either to cancel the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay in performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty and LD are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder.

If the total amount payable to the bidder is insufficient for recovering the Penalty and/or liquidated damages, then the bank would have right to invoke the Bank Guarantee.

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

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

13) Performance Security

- a. Within 15 days of acceptance of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 5% of the contract value valid for Ninety days beyond the date of completion of all contractual obligations with further 60 days as claim period, in the format enclosed (Annexure-IV). Performance Security may be furnished in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank guarantee) from a Commercial bank or online payment. Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.
- b. The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations or any other claim under the Contract.
- c. The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful performance obligations under the Contract.
- d. Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids

14) Limitation of Liability

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

This limit shall not apply to third party claims for

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

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

15) Indemnity Clause

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

16) Disclaimer

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

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

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.

17) Patent Rights

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

18) IT Act 2000

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

19) Intellectual Property Rights (IPR)

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

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

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

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

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

indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.

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

20) Acceptance of Purchase Order

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

21) Signing of Contract Form, NDA, SLA

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

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

22) Settlement of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- b. If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

- a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed

by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Hon'ble High Court Chennai which shall be final and binding on the parties.

- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A copy of the order of the Hon'ble High Court Chennai 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, any party may approach Hon'ble High Court Chennai for appointment of Arbitrator.
- f) Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the supplier any monies due to the supplier.

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

23) Coverage of Successful Bidder under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952

The Successful bidder has to submit necessary details of all the outsourced employees for any type of services engaged either through contractors or directly whenever required by the Bank. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted on the Bank's request. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the Electronic Challan cum Return (ECR) should be submitted on the Bank's request. Self-declaration / Self Certification by the bidder would suffice.

24) Exit Requirements

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

25) Termination for Default

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

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

For the purpose of this clause:

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

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

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

26) Force Majeure

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

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

If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract 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 supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. ***After termination of the contract also the successful bidder / supplier shall not divulge any data/ information collected from the Bank during the project.***

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

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

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

28) Negligence

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

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

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 Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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

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

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

31) Use of Contract Documents and Information

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

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

32) Delivery Schedule

The bidder has to deliver their detailed report as per Deliverables and Milestones (SECTION – III) covering the SOW, within a period 18 months.

33) Working Days

The working days for the on-boarded consultant would be as per the bank working days at the project location at Bank's Head Office, Chennai.

34) Implementation of Services

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

35) 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.

36) Taxes and Duties

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

37) Compliance with Policy

The successful bidder shall have to comply with Indian Bank's policies like IT policy, Information Security policy, Cyber Security Policy etc. and regulatory guidelines E.g. Digital Personal Data Protection Act 2023, Digital Personal Data Protection Rules 2025 etc. in key concern areas relevant to the RFP, details of which shall be shared with the successful bidder.

38) Compliance with Statutory and Regulatory Provisions

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

39) Other Terms and Conditions

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

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

40) Delays in the Supplier's Performance

The supplier is required to adhere to the stipulated delivery schedule as specified in the purchase order.

41) GENERAL TERMS AND CONDITIONS

41.1 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/false/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.

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.

41.2 Representation and Warranties

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

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

- iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
- iv. That there are –
 - (a) no legal proceedings pending or threatened against Bidder or any sub-Bidder/third party or its team which adversely affect/may affect performance under this Contract; and
 - (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied by the bidder.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
 - a) will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject, or
 - c) Will violate any provision of the Memorandum or Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be affected 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.

41.3 Relationship of Parties

- i. Nothing in the Contract shall constitute any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank and Bidder and /or its employees.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees'/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.

- v. Supplier/Vendor has to take an undertaking from their employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor, Vendor should be agreeable for any such undertaking/verification.
- vi. The Successful Bidder shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- vii. The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Bid/ Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

41.4 No Right to Set Off

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

41.5 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.

41.6 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.

41.7 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.

41.8 Notices and Other Communication

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

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

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

41.9 Substitution of Team Members

The BID should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments has been made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

41.10 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

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 specifications.
- d. Relevant brochures
- e. Compliance to Technical Specifications as per Technical Bid.
- f. Any other information sought by the Bank with relevant to this tender.
- g. Any amount quoted in GeMPortal should be inclusive of taxes.

(*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. **All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents should preferably 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.

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, due date, Name of the Bidder, etc.

- 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. The account details are mentioned in point No. 9 under Schedule [A]

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

The bidder is requested to submit the original documents (as mentioned under point no. 4 of Schedule [A]) in a Sealed Envelope on or before **27/01/2026, 03:00PM** 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 **"Proposal for Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank"** and the words 'DO NOT OPEN BEFORE (27/01/2026, 03:30 PM)'.

1.4. OTHER INSTRUCTIONS

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

SECTION-V

PART I - Technical / Functional Requirements

Date:

The Assistant General Manager
Information Technology Department,
3rd Floor, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Dear Sirs,

Sub: Request for Proposal for Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank

Ref: Your RFP No. GEM/2026/B/7080211 dated 06/01/2026

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

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

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

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

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

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

For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

PART - II

Commercial Bid

Date:

To
The Assistant General Manager
Information Technology Department,
3rd Floor, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Dear Sir,

Sub: Request for Proposal for Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank

Ref: Your RFP No. GEM/2026/B/7080211 dated 06/01/2026

We submit hereunder the price breakup details for procurement of captioned service.

Price Schedule

S.No	Scope	Amount (INR) excluding Tax	Amount (INR) Inclusive of Tax*
1.	Charges for Consultancy for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank		

* Amount quoted in GeM Portal should be inclusive of taxes.

Other Terms & Conditions:

- The resources provided by the consultant should be as per Proposed Team profile (Section III Clause 5)
- In case of replacement of resource, the Bank should be provided with replacement with similar years of experience
- Successful Bidder to ensure minimum 6 qualified and certified (in relevant fields, Ref. Section III Clause 6) resource to be allocated onsite during all bank working days (in Chennai) for entire contract period.

PRICE STATEMENT:

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

Total Cost of Ownership (TCO) for the entire contract period (inclusive of all applicable taxes duties, levies, freight, insurance, warranty, etc.), is Rs. (in figures) Rupees (in words). (Octroi/ Entry Tax if any, will be reimbursed on submission of original receipts.)

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

For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

(LIST OF ANNEXURES)

ANNEXURE - I

Bid Form

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

Date: _____

To

The Assistant General Manager
Information Technology Department,
3rd Floor, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Dear Sirs,

Sub: Request for Proposal for Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank

Ref: Your RFP No. GEM/2026/B/7080211 dated 06/01/2026

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

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

If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to 5% per cent of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

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

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

Dated thisday of 2026.

Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

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

Mobile:

Email

ANNEXURE-II

Self-Declaration – Blacklisting

The Assistant General Manager
Information Technology Department,
3rd Floor, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Dear Sir,

Sub: Request for Proposal for Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank

Ref: Your RFP No. GEM/2026/B/7080211 dated 06/01/2026

We hereby certify, that we have not been blacklisted by any Government Dept. / PSUs/ BFSI etc. on the date of RFP.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

ANNEXURE-III

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....2026 Between Indian Bank, having its IT department at 4th Floor Head Office building, 66 Rajaji Salai, Chennai - 600001 (hereinafter "the Purchaser") which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

WHEREAS the Purchaser invited bids vide RFP No. **GEM/2026/B/7080211** for Engaging a **Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank** 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 Scope of Work;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award/Purchase Order.
 - (f) the RFP including Addendum/s & corrigendum/s.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Sl. No.	Brief description of services
1	
2	
3	

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said (For Indian Bank)

in the presence of:

Signed, Sealed and Delivered by the

said (For the supplier)

in the presence of:

ANNEXURE-IV
Performance Security Format

Bank Guarantee No.

Date:

To:
The Assistant General Manager
Information Technology Department,
3rd Floor, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated to **Indian Bank for Engaging a Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA)**. (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

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

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

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

Signature of Authorized Official with Seal

.....
Date.....202...

Address:

.....

NOTE:

1. Supplier should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank Guarantee issued by a scheduled commercial Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.

ANNEXURE-V
Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this theday of.....202... between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its *Head Office at 4th Floor, 66 Rajaji Salai, Chennai - 600001*, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to **Engage a Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA in Indian Bank)**

M/s..... Limited has been engaged in the business of providing Consultancy

The parties have entered into agreement dated _____ for carrying out Gap Analysis and preparation of Strategy Document towards Implementation of DPDP act (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 Supplier shall:

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

3. Exemptions

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

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

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

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

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

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.

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 disputearising out of this order will be under the jurisdiction of Courts of Law in Chennai.

12. Indemnity clause

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

13. Governing laws

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

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

BANK

M/s

ANNEXURE-VI

Declaration for MSE Benefits

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

To
The Assistant General Manager
Information Technology Department,
3rd Floor, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Dear Sirs,

Sub: Request for Proposal for Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank

Ref: Your RFP No. GEM/2026/B/7080211 dated 06/01/2026

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. **GEM/2026/B/7080211** dated 06/01/2026 floated for Engaging a Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank. 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

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, Cancelation of Notification of Award/contract (if issued any), Blacklisting & debarment from future tender/s etc.

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

ANNEXURE-VII

Pre-Bid Query Format

(to be provided in MS-Excel format)

Ref: RFP No. GEM/2026/B/7080211 dated 06/01/2026

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

ANNEXURE-VIII

Bidder's Experience and Team Composition Details

Ref: RFP No. GEM/2026/B/7080211 dated 06/01/2026

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

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

Details of The Team Members

Sl.	Name	Qualifications	Certification	Experience
1.				
2.				

CVs of the respective Team Members stating their educational qualifications, Certifications and Experience must be provided duly authenticated by the HR department of the bidder.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

ANNEXURE-IX

Turnover, Net Worth and P&L Details

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

Ref: RFP No: GEM/2026/B/7080211 dated 06/01/2026

(Amount in Rs.)

F Y	Turnover	Net Profit and Loss	Net worth
2024-25			
2023-24			
2022-23			

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

ANNEXURE - X

Undertaking Letter on the vendor's letterhead for Central Minimum Wages Act & Labour Laws

The Assistant General Manager
Information Technology Department,
3rd Floor, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Dear Sir,

Sub: Request for Proposal for Engagement of Consultancy Firm for End-to-End Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in Indian Bank

Ref: Your RFP/BID ref no. **GEM/2026/B/7080211** dated 06/01/2026

We confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:

ANNEXURE-XI
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. Sealed with the seal of the Bank this _____ day of _____.

THE CONDITIONS of this obligation are:

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

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

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

(Signature of the Bank)

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

ANNEXURE-XII

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

To,
The Assistant General Manager
Information Technology Department,
3rd Floor, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Date

Dear Sir,

**Sub: Request for Proposal for Engagement of Consultancy Firm for End-to-End
Implementation of the Digital Personal Data Protection Act, 2023 (DPDPA) in
Indian Bank**

Ref: Your RFP/BID ref no. **GEM/2026/B/7080211** dated 06/01/2026

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.]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

ANNEXURE-XIII
CHECKLIST FOR THE RFP

A. Eligibility Criteria

S. No.	ELIGIBILITY CRITERIA	DOCUMENTS TO BE SUBMITTED	Submitted (Yes/No)
1	<p>Bidder must be a Company incorporated under Companies Act, 2013 / 1956 or a registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) as on RFP issuance date, registered with GSTN.</p> <p>The bidder should not be insolvent, in receivership, Bankrupt, or being wound up status on the date of issuance of RFP.</p> <p>The bidder must have a registered office in India.</p>	<p>Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with copies of Memorandum and Articles of Association/ Partnership Deed to be submitted along with GST registration certificate.</p> <p>Self-certification for each criterion to be submitted by the vendor.</p>	
2	The bidder must be in business of Information Technology / Information Security consultancy services for at least 5 years as on date of RFP.	Certificate of Incorporation clearly indicating date of incorporation	
3	<p>The bidder must have a minimum average turnover of Rs.7 Crores during the last three financial years (2022-23, 2023-24, 2024-25) through Indian Operations.</p> <p>However, if the bidder is MSEs / start-ups, the average turnover is relaxed to Rs 5 Crores.</p> <p>The net worth of the Bidder firm should not be negative on '31st March 2025 and also should not have eroded by more than 30% (thirty percent) in the last three years, ending on '31st March 2025</p>	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three financial years.	
4	The bidder should also have a positive net worth or positive operating profit during three out of last three financial years ending 2025 i.e. 2022-23, 2023-24, 2024-25	<p>Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three financial years. clearly showing the name of the bidder.</p> <p>Note: The CA certificate provided in this regard should be without any</p>	

		riders or qualification.	
5	Bidder should have successfully executed at least two (2) consulting assignments related to DPDPA Act / Data Privacy / GDPR / Personal Data Protection/ other any other privacy act (Public Sector/ Private Sector/ Foreign Banks), BFSI, NBFCs) during the last five (5) years prior to date of publication of RFP.	<p>Copy of the Purchase order/ Procurement order and /or</p> <p>Evidence for work done in the projects to be provided by the consultant through reference letters on client's letter head or completion certifications on the client's letter head or email by the Client's Designated Authority from Client's Authenticated mail id or letter of award of contract</p> <p>Proof of Concept (POC) will not be considered as experience.</p>	
6	The Bidder shall have a local office or authorised local representative in Chennai to support the execution of the assignment and to ensure effective coordination with the Bank during the entire contract period.	The Bidder shall provide the complete address of the Chennai office / local representative, along with contact details, including name of contact person, designation, mobile number, and official email ID, as part of the Technical Bid submission.	
7	Bidder should have experience in consulting-led implementation assistance, including support for selection of System Integrator (SI) / Technology Partner or implementation governance	Relevant Work Order / Client Certificate indicating role in SI selection / implementation oversight	
8	The Bidder should have in depth knowledge of Statutory and Regulatory guidelines of IFSCA/Reserve Bank of India/ Any other regulatory body pertaining to the latest Digital Personal Data Protection bill 2023 and the latest Master directive for IT Outsourcing activities of RBI.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.	
9	<p>The Bidder should have adequate qualified manpower with proven experience in data privacy / DPDPA consulting and implementation support, meeting the following minimum requirements:</p> <ul style="list-style-type: none"> The Bidder should have an overall team strength of at least 200 resources on its rolls. However, in 	<p>CVs of the proposed key personnel, including Project In-charge / Coordinator, Project Manager, and other team members, shall be submitted, along with a self-declaration of availability and relevant experience certificates for</p>	

	<p>case the Bidder is an MSE / Start-up, the minimum team strength requirement shall be relaxed to 50 resources.</p> <ul style="list-style-type: none"> • The Bidder should have professionals with demonstrable expertise in DPDP / Data Privacy, including at least one Data Privacy / DPDP Subject Matter Expert and one Legal / Regulatory Expert. • The Bidder shall deploy a Project In-charge / Coordinator having a minimum of seven (7) years' experience in handling consulting or implementation projects. • The Bidder shall deploy a dedicated Project Manager having a minimum of two (2) years' experience in handling projects in the relevant domain of data protection, privacy, information security, or regulatory compliance. The Project Manager shall possess at least one valid professional certification in data protection or privacy, such as CDPP-India / DCPP / CIPP-E / CIPM / ISO/IEC 27701 Lead Implementer or Lead Auditor. • Other proposed team members should have a minimum of one (1) year of relevant experience, preferably in the field of data privacy / information security / regulatory compliance. 	<p>each resource. Documentary evidence of all claimed professional certifications to be submitted .</p>	
10	Bidder should agree that it shall not act as System Integrator or technology solution provider for DPDP implementation in Indian Bank to avoid conflict of interest	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.	
11	<p>The Bidder should not have been blacklisted by any Government Dept. / PSUs/ BFSI etc. on the date of RFP.</p> <p>In case the bidder had been blacklisted by any of the above type of institutions earlier, the same must be removed on the date of submission of the tender, otherwise bid would not be considered.</p>	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.	
12	The Bidder should neither have failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.	

	against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms.		
13	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self-Declaration to be furnished by the Bidder on the Company's letter head for the same.	

B. Technical Evaluation Criteria

S. No.	Evaluation Criteria	Documents to be Submitted	Submitted (Yes/No)
1	Experience of the Bidder in Information Technology / Information Security Consultancy Services in India. The Bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership Firm / LLP registered under Partnership Act, 1932 / LLP Act, 2008 and should have been in the business of providing Information Technology/ Information Security Consultancy Services as on date of RFP. Documentary proof to be submitted.	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	Experience in Data Privacy Consultancy Services Experience of providing Data Privacy / DPDP / GDPR consultancy services during the last five (5) years in Banks (Public Sector/ Private Sector/ Foreign Banks), BFSI, NBFCs prior to RFP issuance date. A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	
3	Experience of having developed and conducted Data Protection / Data Privacy Impact Assessments under any applicable data protection or privacy regulation (including but not limited to DPDP Act, GDPR, or other equivalent privacy regulations) for Banks (Public / Private / Foreign Banks), BFSI / NBFCs prior to the date of issuance of the RFP. Only completed assignments shall be	A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	

	considered. A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.		
4	Consulting-led implementation assistance experience , including support for selection of System Integrator (SI) / Technology Partner and/or implementation governance (RFP preparation, bid evaluation, milestone validation, advisory). Assignments must be completed or ongoing in India. A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	A copy of engagement letter/work order/letter of award for each assignment is to be furnished by the bidder.	
5	Profile of the Dedicated Team proposed for the Project Number of qualified professionals (CDPP-India / DCPP / CIPP-E / CIPM / ISO/IEC 27701 Lead Implementer / Lead Auditor) having more than 2 years' consulting experience in Data Privacy domain , proposed to be deployed for this project onsite. Details to be furnished by the Bidder on the Company's letter head duly signed and stamped by the authorized signatory, containing the name, contact details of resources along with their Certificates and experience in data privacy domain.	Details to be furnished by the Bidder on the Company's letter head duly signed and stamped by the authorized signatory, containing the name, contact details of resources along with their Certificates and experience in data privacy domain.	
6	Approach & Methodology Paper, Action Plan and Presentation, broadly including but not limited to: <ul style="list-style-type: none"> Understanding of DPDP Act & Rules and DPDP implementation roadmap SI selection & onboarding approach Governance & compliance monitoring model Risk identification & mitigation Templates, tools & accelerators Business benefits & compliance outcomes 	Methodology, Action Plan & Presentation	

C. Details of The Team Members

Sl.	Name	Qualifications	Certification	Experience
1.				
2.				

CVs of the respective Team Members stating their educational qualifications, Certifications and Experience must be provided duly authenticated by the HR department of the bidder.

Verified and found all the documents to be in the same order in both Hard copy and Soft Copy.

Signature of Authorized Signatory	
Name	
Designation	
Telephone Number	
Mobile number	
e-mail id	