

(CORPORATE OFFICE: CHENNAI)

# **BID DOCUMENT**

# **FOR**

# Request for Proposal (RFP) for supply of ASK (Aadhaar Seva Kendras) Kits and manpower – OPEX UNDER UCL MODEL at Bank Branches

Ref: COBOD/RFP/ASK/2025-26/dated 26.11.2025

Last Date for Submission of Bid: 30.12.2025 (3.00 PM)

# Issued by:

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

Phone: 044-28134617/4528 Email: aadhaar@indianbank.co.in Website: https://www.indianbank.in

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# **BID DETAILS IN BRIEF**

	BID DETAILS IN BRIEF		
S No.	Description	Details	
1	RFP/Tender No.	COBOD/RFP/ASK/2025-26/ dated 26.11.2025	
2	Brief Description of the RFP	Request for Proposal (RFP) for supply of ASK (Aadhaar Seva Kendras) Kits and manpower – OPEX UNDER UCL	
3	Bank's Address for	MODEL at Bank Branches	
3	Communication	Asst. General Manager Indian Bank	
	Communication	Corporate Office	
		Banking Operations Dept.	
		No. 254-260, Avvai Shanmugam Salai, Royapettah,	
		Chennai - 600014	
4	Date of Issue	28.11.2025, Friday	
5	Last Date & Time of Submission of	08.12.2025 Monday, 3.00 PM	
	Queries/Clarifications for Pre Bid Meeting		
6	Date & Time of Pre Bid Meeting	09.12.2025, Tuesday, 3.00 PM	
7	Last Date & Time for Submission	30.12.2025, Tuesday, 3.00 PM	
	of Bids in Online Mode	https://www.tenderwizard.com/INDBANK	
8	Date and Time of Opening of Part	30.12.2025, Tuesday, 4.00 PM	
	A - Technical Bid (online)		
9	Venue of Opening Bids	Indian Bank	
		Corporate Office	
		Banking Operations Dept.	
		No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600014	
10	Date and Time of opening of Part	Will be intimated through email	
	B – Commercial Bid (online)	This se manuacea an ough cinam	
11	Application Money (Waived for	Rs. 10,000/- + GST. (Non Refundable)	
	Micro & Small Entrepreneurs	Amount to be deposited by way of NEFT only to below	
	registered and Start up Bidders, If	mentioned account details:	
	Bidder can furnish requisite proof		
	subject to satisfaction of the	Name: I B HO BOD UIDAI Account	
	Bank).	Account Number: 957200604	
	Bidder should ensure that	IFSC Code: IDIB000H003	
	definition of MSE is as per latest RBI guidelines.	Branch: Harbour (Indian Bank)	
12	Bid security/ Earnest Money	Rs. 20.00 Lakhs in the form of a Bank Guarantee issued	
	Deposit (EMD)	by any Scheduled commercial Banks other than Indian	
	1 F 0/ of Tandon Value	Bank, favoring Indian Bank (valid for a period of 9	
	1 – 5 % of Tender Value	months) (Waived for MSE and Start up Bidders)	
13	Performance Bank	Rs. 20,000/- per allotted AEC or minimum Rs. 30.00 Lakhs	
13	Guarantee/Security Deposit	whichever is higher.	
	10% of tender Value		
14	Online Bid submission details	This RFP will follow e-Procurement (e-Tendering)	
		process and the same will be conducted by Bank's	
		authorized e-Procurement service provider M/s.	
		Antares Systems Limited through	
		website(https://www.tenderwizard.com/INDBANK)	
	ED declared and he declared ded for	om the website: https://indianbank.in/tenders and	

RFP document can be downloaded from the website: https://indianbank.in/tenders and <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a>

# **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"/ "Service Provider" or "Bidders"/ "Service Providers" 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. 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 & e-procurement portal and it will become part and parcel of RFP.

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

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# **ABBREVIATIONS USED IN THE DOCUMENTS**

BIDDER*	BIDDER- SERVICE PROVIDER(SP) – VENDOR- FOR AECS
AEC**	AADHAAR ENROLMENT CENTER
ASK**	AADHAAR SEVA KENDRA
BG	BANK GUARANTEE
CBS	CORE BANKING SYSTEM
DFS	DEPARTMENT OF FINANCIAL SERVICES
EA	ENROLMENT AGENCY
EMD	EARNEST MONEY DEPOSIT
EPF	EMPLOYEE PROVIDENT FUND
ESI	EMPLOYEE STATE INSURANCE
FI	FINANCIAL INCLUSION
GOI	GOVERNMENT OF INDIA
IBA	INDIAN BANKS' ASSOCIATION
IP	INTEGRITY PACT
KYC	KNOW YOUR CUSTOMER
KYE	KNOW YOUR EMPLOYEE
MIS	MANAGEMENT INFORMATION SYSTEM
MTTR	MEAN TIME TO RESTORE
NABARD	NATIONAL BANK FOR AGRICULATURE AND RURAL DEVELOPMENT
NBFC	NON-BANKING FINANCIAL COMPANY
NDA	NON-DISCLOSURE AGREEMENT
OPEX	OPERTIONAL EXPENDITURE
PF	Provident Fund
PO	PURCHASE ORDER
PSB	PUBLIC SECTOR BANK
RBI	RESERVE BANK OF INDIA
RD	REGISTERED DEVICE
RFP	REQUEST FOR PROPOSAL
RRB	REGIONAL RURAL BANK
SLA	SERVICE LEVEL AGREEMENT
STQC	STANDARDISATION TESTING AND QUALITY CERTIFICATION
то	TECHNICAL OFFER
тсо	TOTAL COST OF OWNERSHIP
IB	INDIAN BANK
UID	UNIQUE IDENTITY
UIDAI	UNIQUE IDENTIFICATION AUTHORITY OF INDIA

<sup>\*</sup>BIDDER/ SERVICE PROVIDER/VENDOR/ MENTIONED IN THE DOCUMENTS ARE ALL ONE AND THE SAME.

<sup>\*\*</sup>AEC/ASK ARE ALL ONE AND THE SAME.

# 1. ABOUT INDIAN BANK:

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

Along with 13 other Banks, the Bank was nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1<sup>st</sup> April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14.02.2021. In the last 115 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround and emerged stronger than before. Given the ever-changing requirements, the Bank has fine-tuned its strategies and has undertaken several structural and operational changes and earned a coveted position in the Indian banking industry. The Bank's foremost priority has been to serve the people and its nation. The Bank has three subsidiaries viz., IndBank Merchant Banking Services Ltd, Ind Bank Housing Ltd. and IndBank Global Support Services Ltd. Bank also has two joint ventures namely Universal Sompo General Insurance Company Ltd. and ASREC (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).

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

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

# 2. INTEGRITY PACT (IP)

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

#### 3. ABOUT THE RFP:

This Request for Proposal is being issued by Indian Bank inviting proposals from eligible Bidder for operating ASKs(Under UCL Mode), providing various services related to Aadhaar such as carrying out the enrolment of residents for the Unique Identification (UID) and updating the demographic & document details etc. Technical specifications and scope of work described elsewhere in this document. Bank have established 1283 Aadhaar Seva Kendras in the identified branches of our Bank for providing Aadhaar services such as Aadhaar enrolment and updations to residents. The proposed RFP is for Empanelment or selection of Agencies for

supply of UIDAI Certified manpower as operators and ASK Kits for providing Aadhaar enrolment services at Banks identified ASKs. The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate Agreement being executed between the Indian Bank and successful bidder as identified after completion of the selection process.

#### 4. DEFINITIONS:

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

- a) "Bank" means INDIAN BANK
- b) Applicant/Bidder" means any eligible entity/Company which applies/submits applications/Proposals in response to this RFP and willing/offering to provide services as a Service Provider for the Bank pursuant to the terms of this RFP.
- c) "Bid" means the offer made by the Bidder in response to this RFP.
- d) "Service Provider (SP)" means any person/entity who is eligible to act as vendor for supplying AEC Kit and manpower for the Bank branches under the terms here for providing services described in the RFP.
- e) "Aadhaar Enrolment Centers (AECs)" means the Bank branches where in Aadhaar services will be provided.
- f) "Operator/ Supervisor" is the UIDAI Certified Agent /person engaged by Service Provider for operating the AEC.
- g) "OPEX UNDER UCL MODEL" is an AEC set up at Bank branches where in the AEC Kit and Manpower to be deployed by Service Provider shall work during branch business hours.
- h) "AEC Agreement" means the agreement to be executed between the Bank and the Service Provider containing the terms and conditions on which the Services will be provided.
- i) "Eligibility Criteria" means the criteria required to be satisfied by the Bidder in order to bid so as to be engaged as a Service Provider, which is in line with the guidelines of UIDAI, more particularly described in this RFP.
- j) "RFP" means this Request for Proposal issued by the Bank.
- k) "Services" means the services to be provided by the SP/Operator in pursuant to the terms of the RFP/Service Agreement.

# 5. PRE-QUALIFICATION/ELIGIBILITY CRITERIA FOR BIDDERS:

- a) A vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder' and the solution for implementation of SUPPLY OF AEC KITS AND MANPOWER AT BANK in identified BRANCHES - OPEX UNDER UCL MODEL in Indian Bank shall hereinafter be referred as "Solution".
- b) Interested Bidders, who will provide the AEC Kits and Manpower for the Bank and meeting the Eligibility Criteria as below may respond:

No.	Criteria	Documents to be submitted
	a) A registered company in India under Companies Act 1956 or 2013 excluding Non-Banking Financial Companies (NBFCs)	Copy of Certificate of Incorporation and Certificate of Commencement of Business in case of Public Limited Company
1.	OR b) NGOs set up under Societies/Trust acts and/or Section 25 of companies Act 1956 or 2013 OR c) Co-operative Societies registered under mutually aided Cooperative Societies Act of States/Multi State Cooperative Societies Act of OR d) Proprietorship/Partnership/LLP  Note: - Only one bidder in a group company can participate. (Group company is one which has common natural person in more than one	OR  Certificate of Incorporation in case of Private Limited Company,  OR  Trust/Society deed, Registration Certificate, Bye Laws AND/OR  Any other document which is deemed fit to make bidder organization a legitimate entity
2.	with minimum 300 AEC locations directly by PSBs/RRBs/Scheduled Commercial Banks in India as on RFP date. And should have been in operations for at least three years as on date of RFP.  (Waived for Start Up Bidders only upon production of appropriate certificates, issued prior to RFP date, from competent authority as mentioned in Clause 76 of this RFP)	Supported by documentary evidence such as purchase order/ copies of the Service Contracts wherever entered with satisfactory certificate as per Annexure XI  In case of newly amalgamated Public Sector Bank/ Regional Rural Bank, Purchase Order/ Copy of service contracts of preamalgamated entity to be submitted AND  Letter from the concerned organization (from amalgamated entity, in case of newly amalgamated Public Sector Bank/Regional Rural Bank) as per Annexure XI
3.	Bidder should be empaneled Enrolment Agency of UIDAI under the AADHAAR project at least for three years (prior to 2017).	The bank reserves the right to inspect such installations while evaluating. Bidder must submit the Supporting Documents as Proof

4.	Bidder should have positive Net Worth of minimum Rs. 50 crores in last three financial years i.e., up to 31.03.2025	
5.	Bidder should have earned Net Profit in last three financial years i.e., up to 31.03.2025	Bidder must produce a certificate from the Company's Chartered Accountant to this effect
6.	Bidder should have minimum annual turnover of Rs. 25 crores in last three financial years i.e., up to 31.03.2025 (Waived for Start Up Bidders as mentioned in Clause 76 of this RFP)	and mandatorily contain Unique Document Identification Number
7.	Biddershould have ESI, PF, GST, PAN Registered. Bidder should have minimum 500 employees on their payroll.	Bidder must submit the supporting Registration documents, PF Paid details of 500 employees and GST filed details for last 3 financial years consolidated reports.
8.	a) Bidder should not have been blacklisted by any PSU Bank/ IBA/ RBI/ NPCI/ UIDAI/ IDRBT/ NABARD. In case, in the past, the name of their Company was blacklisted by any of the above authorities, the name of the company or organization must have been removed from the blacklist as on date of submission of the tender, otherwise the bid will not be considered. Applicant must submit an undertaking of this effect.	undertaking to this effect as per Annexure (IX-A)  Bidder must produce a certificate from the Company's Chartered Accountant to this effect. The documents certified by Chartered
	b) Neither the bidder nor its promoters and Directors should be defaulters to any financial institution in India. The bidder should not have been reported against by any Public Sector Bank to Indian Banks' Association for any malpractice, fraud, poor service, etc.	
	c) The services of the bidder should not have been discontinued by any Bank on account of non-	
9.	Bidder company should not be owned or controlled by any Director or employee (or relatives) of INDIAN BANK	
10	The bidder must submit Integrity Pact (IP) signed by authorized signatory as prescribed format mentioned in Annexure XIII on plain paper in advance (not prior to issuance of RFP) or at the time of bid submission. Bidder shall be liable for rejection in case of non-submission of the same.	As per Annexure XIII to be submitted on Rs.100/- non judicial stamp paper

c) The proof provided must be in line with the details mentioned in "Documents to be submitted for Eligibility Criteria Compliance". Any credential detail mentioned in "Eligibility Criteria Compliance" not accompanied by relevant proof documents will not be considered for evaluation. Also during the evaluation, if bank found any of the submitted documents to be fake (i.e., Experience Certificate, ESI, PF Registration and paid recipt, ITR, GST filed details), the bidder will be disqualified from the bidding process at any stage of tender.

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

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

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

#### **6.** ENGAGEMENT OF MULTIPLE BIDDERs:

- a) Bank reserves the right to award contract to one or more than one bidder to cover the existing or extended scope of the work, if the bank so desires.
- b) The allotment of centres is at sole discretion of the Bank and it would be final & conclusive and binding upon the successful bidders.
- c) Bank reserves the right to award contract to one or more than one bidder (maximum 8) to cover the existing or extended scope of the work, if the bank so desires
- d) Percentage of Centres allocation to vendors as under:
  - L1 30% (minimum)
  - L2 25% (minimum)(subject to agreeing of L1 price)
  - L3 20% (minimum)(subject to agreeing of L1 price)
  - Remaining 25% will be allotted among others who will agree to work on L1 rate (not exceeding more than 10%)

# 7. EARNEST MONEY DEPOSIT (EMD)/BANK GUARANTEE IN LIEU OF EMD:

- a) The bidder shall submit Bid Security / Earnest Money Deposit in the form of Bank Guarantee valid for period of 6 months plus claim period of 3 months for Rs.20 lakhs in favor of Indian Bank, payable at Chennai.
- b) Bank Guarantee shall be submitted from Scheduled Commercial Bank (Other than Indian Bank). Annexure-XV confirming submission of Bid security shall be submitted by the bidder. Bids received without Bid Security would be rejected.
- c) The successful bidder's bid security will be discharged upon the bidders signing the contract agreement and furnishing the performance guarantee as stipulated.
- d) The Bid security will be returned to unsuccessful bidders after the bidding process is over but not later than 30 days after the expiry of the Bid validity by the purchaser. No Interest is payable on the Bid Security /Earnest Money Deposit.
- e) The Bid Security may be forfeited:
  - I. If the bidder withdraws his bid during the period of bid validity.
  - II. If the bidder fails to participate and quote price in on-line.
  - III. In case of successful bidder if the bidder fails:
    - a) To accept purchase order
    - b) To furnish performance guarantee as stipulated
    - c) To supply the services within the stipulated period
    - d) To comply all terms of RFP or Purchase Order

#### 8. REQUIREMENTS DETAILS:

- a) Bank is planning to establish 1283 AECs in Bank branches locations pan India.
- b) The scope of the current project is supply of AECs kits and UIDAI certified manpower at bank Branches under UCL mode.
- c) The geographic locations that fall within the scope of this project can span over rural, semi-urban, urban and metropolitan areas. The Number of Locations is provided under Annexure I.
- d) Software Application (Client for Enrolment/updation) / Standard operating procedures will be provided by the UIDAI.

#### 9. RESPONSIBILITIES OF THE BIDDER:

- a) The Successful Bidder/s shall be responsible for front-end hardware solution in providing UIDAI stipulated (Enrolment/Updations) services to residents and to resolve all issues that may arise covering the entire scope of this RFP.
- b) The Successful Bidder/s will be single point of contact to provide the solution to the Bank. Under no circumstance, the bidder should sub contract the work entrusted to them.
- c) The bidders should be willing to extend the services anywhere in INDIA for which bid is placed.
- d) The bidders should have proven capability with PSB/RRB to provide robust and scalable hardware technology to provide services mentioned in this RFP. Successful implementation of a related project (such as delivery, operation, maintenance of AEC related hardware and peripheral software along with Manpower management etc.) with PSBs/RRBs.
- e) The Bidders shall be responsible to ensure that the AEC works exclusively for the Bank. Only enrolment and updation transactions alone should be done at the AEC.
- f) The roles and responsibilities of the Bidder will also include those stated in greater detail in other parts of RFP.
- g) The successful bidder/s shall be required to use the software solution provided by UIDAI and provide front end hardware solution which includes services like deliver enrolment/updation services to the residents, training & monitoring of operators and their activities.
- h) The successful bidder/s shall also be required man and manage all the incidental activities related to the scope of the RFP.
- Bank will enter into a detailed agreement with the Successful Bidders clearly defining the roles and responsibilities and the terms of engagement for the infrastructural support and services extended to the bank as per the format prescribed by the Bank.
- j) The Bidders shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities only from same pin code/City limit of the AEC.
- k) Bidders shall be required to provide well-trained personnel and extend necessary mentoring and operational support to the intermediary network of operators, etc.

- l) Before engagement of New operators, the successful bidder/s should submit Reference from two respectable persons of that area known to the bank.
- m) The Successful Bidder/s shall manage the activities of its personnel or others engaged in the project, etc. and will be accountable for all the personnel deployed/engaged in the project.
- n) No right to employment in the Bank shall accrue or arise, by virtue of engagement of employees, operators, contractors, etc. of the successful bidder/s for any assignment under this project.
- o) All the Operators on boarded should have UIDAI Operator/ Supervisor Certificate.
- p) The successful bidders should undertake Onboarding and de boarding of the operators in coordination with Branch and Banking Operations Department, Corporate Office, Chennai.

#### 10. COMPLIANCE REQUIREMENTS:

- a) The entire activity under this solution would be guided by and conform to policies & guidelines of the Bank, GOI, UIDAI, NABARD, State Govt. /and other regulatory guidelines.
- b) Bidder will have to qualify and render UIDAI services (Enrolment/Updations) as entrusted by the Bank under OPEX under **UCL MODEL** at designated locations to all residents of INDIA, duly complying with Bank, RBI, UIDAI, NABARD, GOI, State Govt. guidelines and other regulatory guidelines.
- c) The successful bidder shall ensure that in addition to security features- as stipulated by the Bank from time to time- deployed in the hardware, controls and operational procedures should ensure protection of the bank from loss, disclosure or frauds.
- d) The successful bidder shall indemnify the Bank from transaction risk (from hardware error, human error, negligence and mismanagement) and fraud risk (loss to earnings or capital or penalties due to intentional deception by its employees, customers, agents, external entities, etc.)
- e) The successful bidder shall indemnify the Bank and hold the bank harmless against loss or liability, claims actions or proceedings if any, that may arise through the action of its operators, employees, agents, contractors, etc.
- f) The successful bidder shall assist the Bank in identifying potential risks in the solution, remedy on any of the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new controls.
- g) The successful bidders/empaneled bidders shall conduct periodic audit of the AECs on quarterly basis and submit a detailed report also analyze the UIDAI error report anD ensure nil errors in enrolments/updations.
- h) The successful bidder ensures participation of operators/supervisors in the training provided by UIDAI from time to time.
- i) The successful bidder shall maintain adequate documentation, records, audit trails, etc. and cooperate with UIDAI, RBI/Bank's internal audit teams, regulatory authorities and third-party external auditors for conducting periodical audit and arrange for necessary access to relevant information / assets under the control of the bidder.

j) Financial Exposures & Performance risks from third-party service providers under the project would be regulated and mitigated through Financial Guarantees, Collateral Securities, etc. based on risk perception of the bank.

#### 11. TECHNICAL DELIVERABLES:

- a) The Bidders shall be required to ensure that the AEC is located within the Banks branches Geographical area allotted.
- b) The Bidders shall be required to provide training and operational support for the front end infrastructure supporting the AEC services OPEX under UCL MODEL including the Laptop/Desktop, IRIS Scanner, Slap Scanner & Printer cum Scanners, Digital cameras, GPS Devices, as per the specifications given by UIDAI (STQC) mentioned in ANNEXURE-VII
- c) Bidders shall own and operate entire Hardware including the front-end systems and all hardware applications, network connectivity, consumables, Stationery etc. at the AEC would be to the cost of the Bidder.
- d) Bidders shall provide devices required at the AEC locations for enrollment, updations, such as Laptop/Desktop, fingerprint & Iris scanner, camera, printer cum scanner, GPS device, Camera user training, technical documentation, training materials etc.
- e) Bidders will have to deploy the solution at the designated locations within the time period specified for the purpose.
- f) Bidders shall ensure that faulty front-end equipment is repaired or replaced within a maximum period 72 hours of reporting. A penalty of Rs.500/- per day for the period beyond the permitted timeline will be levied subject to a maximum penalty of Rs. 5,000/- per month till the AEC location is functional.
- g) Adequate number of spare machines, etc. should be maintained by Bidder for immediate replacement.
- h) Network security between UIDAI server and AEC station will be at the sole responsibility of the bidder.

# **TECHNOLOGY REQUIREMENTS/SPECIFICATION:**

- i) The Technology will include providing and maintaining devices for AEC, internet connection / consumables etc., by the vendor.
- j) The device deployed should have STQC certification.
- k) For customer enrolment, including biometric capturing, devices must be compliant with the requirements of UIDAI verifications as per standards mentioned at technical specification.
- l) All security features as per the guidelines of UIDAI/STQC
- m) The successful bidder/s has to adhere to the guidelines being issued by the bank from time to time.
- n) The successful bidder/s shall maintain sufficient inventory of Consumables at all the AEC centers in the respective AECs allotted to them.
- o) The successful bidder/s shall be required to supply hardware relating to any new services to be enabled at AEC locations / any other new process mandated in future by UIDAI.

p) The empaneled bidders shall test the Client software released by UIDAI from time to time and submit feedback.

#### **SECURITY FEATURES:**

- q) All Devices should conform to the specifications/Guidelines of the UIDAI/STQC and other regulatory agencies.
- r) The Successful Bidder shall update/upgrade the devices at his cost as per the guidelines of the Bank/ regulatory authorities as and when required without loss of time and without any cost to the Bank.
- s) Operators should not use AEC Kit for other than AEC activities.

#### **INCIDENT MANAGEMENT:**

- t) The Successful Bidders shall create a help desk for incident management. On finding an equipment to be not functioning, the Operator would contact on the pre-designated number of help desk regarding the same. The Help Desk representative would then issue a ticket number to the operator which he will quote in all subsequent communications till resolution of the issue. The defective part of the equipment would be replaced by a representative of the Successful Bidder under a sign off (See Point No.14 d) from the equipment operator.
- u) As a part of facility management, ONE technically competent resource at Banking Operations Department, Corporate Office, Chennai, shall be available as per Bank's working hours for attending any troubleshooting/updates/modifications in concurrence with the bank. Rate will be finalized with L1 bidder at the time of Negotiation.
- v) All the empaneled bidders shall have one technically qualified resource for every 100 AECs allotted at the vendor's cost, who shall be available as per Bank's working hours for attending any troubleshooting/updates/modifications in concurrence with the bank.

# **MAINTENANCE AND SUPPORT:**

w) At the time of operationalizing the solution & introduction of new product/utility, training is to be provided to the Operator clearly delineating the Do's and Don'ts and Best Practices for maintaining the equipment. It would be the responsibility of the Successful Bidder to ensure that the equipment is handled carefully. However, Successful Bidder would provide active Help Desk facilities for reporting of all such field incidents.

#### **TECHNOLOGY CONTROLS:**

- x) Security audit should be carried out for the technology, process and people through competent and Bank advised third party.
- y) Bidder shall provide hardware, which is highly reliable to support UIDAI specifications.
- z) Systems should be available to support uninterrupted services to the customers duly meeting the contractual obligations of the Bank towards third parties and customers.

#### 12. SCOPE OF WORK:

- a) The Bank requires a front end solution in an operating expenditure (OPEX under UCL MODEL) from an outsourced agency involving Supply, Installation, Operations, and Maintenance of required Devices, Hardware, and Facility Management in addition to Manpower to deliver and support UIDAI related services.
- b) Supply of Trained and UIDAI Certified Manpower and KIT at the rate of one operator/supervisor for one AEC to function as operators cum supervisors at the 1283

- Aadhaar Enrolment Centers set up by the Bank inside the branch premises, and to ensure that the enrolments/Updations are in accordance with prescribed processes and guidelines of UIDAI.
- c) Supply of Aadhaar enrolment kits conforming to UIDAI specifications along with Bidder's own arrangement of independent Internet Connectivity in the 1283 identified branches by the bank.
- d) Supplier will ensure that the manpower supplied by him as stated above will use equipment and adhere to the processes for this activity strictly in accordance with the standards prescribed by UIDAI from time to time.
- e) The bidder shall ensure the equipment supplied by them comply with the latest versions of policy / process / technology requirements and guidelines issued by UIDAI from time to time.
- f) The Supplier shall ensure that their agents/ employees/operators cum supervisors are properly trained to handle with care their responsibilities particularly aspects like soliciting residents, privacy of resident's information.
- g) The Bidders shall strictly adhere to the processes and guidelines issued by the UIDAI in respect of the undertaking of the AECs for Aadhaar Enrolment/Updations and shall not divulge any information to unauthorized persons nor shall allow access to any of the hardware's deployed.
- h) Bank will entrust the process of enrollment /Updations to the Successful Bidder. The Successful Bidder may engage his representatives to carry out the operations duly complying with Bank's norm and other associated norms of GOI/RBI/UIDAI/IDRBT/IBA/legal guidelines.
- i) The equipment provided for the above stated front -end activity should be robust, reliable & easy-to-use.
- j) The Successful Bidder shall also ensure that the operators are frequently trained and kept updated with UIDAI guidelines, policies, etc. as may be required to discharge their roles and serve the residents.
- k) All the services under the RFP may be utilized by our RRBs i.e. Tamilnadu Grama Bank, & Puduvai Bharathiar Grama Bank also as per the RFP terms without demur.
- l) Existing vendor will be continued till handover of allotted new centers to "New Vendors"
- m) "New Vendor" should make allotted centers to functional within 45 days from the date of offer acceptance.

# 13. MANAGEMENT INFORMATION SYSTEM:

- a) Bidders shall have their own internal monitoring mechanism for operator's activities and performance. The bidder shall put in place an effective communication mechanism for its Operators.
- b) The successful bidder shall assist the bank in defining exceptional transactions and monitor all such exceptional transactions and report to Bank as and when found.

# 14. FUNCTIONAL REQUIREMENTS

- a) Operators to create awareness about the AECs located in Bank branches.
- b) Bidders to do due diligence for operator selection.
- c) Arrange for training of Operators time to time.

# **TECHNICAL REQUIREMENT:**

d) Safe upkeep of front-end device viz. Desktop/laptop, IRIS scanner, SLAP/finger scanner,

GPS device, printer cum scanner, monitor etc. Under no circumstances the KIT should be taken outside branch premises without written permission of INDIAN BANK, COPORATE OFFICE, BANKING OPERATIONS DEPARTMENT.

- e) Keeping the passwords secret to obviate any possibility of unauthorized use of the technology device.
- f) Not giving access of the system offline /online to outsiders or unauthorized persons.

#### **OPERATIONAL REQUIREMENT:**

- g) Approval from the Bank for establishing a AEC at any center.
- h) Enrollment/Updations of the residents as per the process approved by UIDAI.
- i) Maintaining secrecy about customer information.
- j) Successful Bidder shall ensure regular payment of remunerations to the Operators.
- k) Successful Bidder shall ensure availability of consumables like printing paper, ribbon etc. at the AECs.
- l) Forwarding any feedback / complaint received from the customers/residents to the bank.
- m) Risk mitigation process in operations.
- n) AMC for all devices deployed at the AECs.
- o) In case of temporary / permanent termination of operator at any outlet, Successful Bidders to make alternate arrangement to ensure continuity of UIDAI services to the customers/residents within 7 days. A penalty of Rs. 500/- per day for the period beyond the permitted timeline will be levied subject to a maximum penalty of Rs 5,000/- per month till the AEC location is functional.
- p) Operator shall function as per the branch working hours where the AEC is located for AEC activity failing which it will be treated as the operator is absent for the day.
- q) The weekly / public holidays of Aadhaar Enrolment Centers shall be as applicable as per the branch where the AEC is located.

#### **LEGAL REQUIREMENT:**

- r) Persons / operators engaged by SP are not the employees of the bank and the bank shall not be responsible in any manner for payment of wage remuneration, payment for PF, EPF due to such persons.
- S) Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of accounts & records including Hardware provided to the Bank under this RFP and the vendor shall extend all cooperation in this regard.
- t) The vendors shall not assign to anyone, in whole or in part, its obligations to perform under the RFP/contract. under no circumstance the bidder shall Sub contract the work entrusted to them.
- u) Any publicity by the bidder in which the name or logo of the Bank is to be used, will be done only with the explicit prior written permission of the Bank.

v) The Hardware in transit and inside Bank branch are to be insured by the bidder against all risks of loss or damages.

# 15. HUMAN RESOURCE REQUIREMENT:

The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- a) The successful bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications & skills and deployment experience for all critical activities.
- b) The Bidder shall provide a contingent of well-trained personnel and extend necessary mentoring & operational support to the intermediary network of agents, etc. as part of the solution/service.

# While appointing Operators following general guidelines should be followed by Service Provider:

- c) The selected agency shall ensure that all deployed operators are engaged exclusively in Aadhaar-related tasks. Deployment of these resources for any other duties or assignments shall not be permitted. Any diversion of operators to non-Aadhaar activities will be treated as a breach of tender conditions and may attract disciplinary action, including termination of the contract.
- d) The service provider should appoint the operators who are residing in the same or nearby locations.
- e) Bidder shall confirm that every person deployed by them on the project have to submit Police verification certificate/Police verification acknowledgement copy prior to their engagement. Wherever police verification acknowledgement copy is taken, the police verification certificate should be submitted within 60 days from the date of Acknowledgement slip. Bank shall have the right to remove such deployed person where Police verification certificate is not submitted within stipulated time.
- f) In case the performance of the Bidder/their operators/employees engaged in the project is not satisfactory or is detrimental to the interests of the Bank, the Bidder shall have to replace the said person within the time limit stipulated by the Bank. Non-adherence to such communication will be treated as "non- satisfactory" performance. In such cases bank will have the right to terminate the contract with the SP when the performance of the SP is non satisfactory.
- g) The vendor shall immediately take cognizance of such request and provide the replacement sought. Bank reserves the right to entry into its premises for such persons whose replacement is sought and delay in providing the replacement within 7 days would entail appropriate liquidated damages / penalties as detailed elsewhere in this document. Further, the bidders will also be liable for the penalties that may be levied by UIDAI.
- h) No right to employment in the Bank shall accrue or arise to the employees or operators of the Bidder, by virtue of engagement of employees, operators, etc. of the Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- i) SP shall be solely liable & responsible for compliance of applicable Labor Laws in respect of its employees, agents & representatives and in particular Laws relating to benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.
- j) The Bidder shall extend all of the outsourced UIDAIs Enrolment/Updations services by deploying such personal who has high integrity and meet the qualifications & other criteria stipulated by the UIDAI, Government or the Bank from time to time and agrees undertake that during the subsistence of this agreement they will not employ any

- personnel/individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948.
- k) Further in case of any penalty or punitive action by UIDAI or any other statutory authority in the matter will be the responsibility of the SP and any claim by the Bank in this regard will have to be compensated by the SP within 1 month. For delay in compensation interest @ 12% per annum or part thereof will be payable.
- l) All infrastructure items including Laptop/Desktop, Iris scanner, Finger Scanner, GPS device, Camera, Printer cum scanner, table light etc. will be owned by the bidder.
- m) The Service Provider should not, in any way, convey to the Operators that they can claim jobs with the bank on account of becoming AEC Operator. In this regard, a suitable clause should be included in the agreement entered between Service Provider/ Bidder & Operator.
- n) A minimum average of 15 (enrolments/ updations per day)/ or any target given by UIDAI whichever is higher should be achieved by the AEC Centers to be eligible for the commission. In case of any of the AEC is not performing well for the period of 3 months the AEC will be relocated to any other locations after obtaining approval from corporate office.
- Each operator must operate for a minimum 80% of working days in a month. If nonperformance continues for 3 months, Bank may instruct to change the Operator without any cost to Bank.
- p) In the case of failure on the part of the SP to establish AECs at any allotted centers a penalty of Rs.500/- per day for the period beyond the permitted timeline will be levied subject to a maximum penalty of Rs. 5,000/- per month till the establishment of the centers. Bank also reserves its right to offer the center/s to other bidders /service provider solely at its discretion.
- q) Without prejudice to the bank's right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non- functioning of the AEC for any reason, beyond 7 (seven) working days continuously, a penalty @ Rs. 500/ per day (from the 8th day onwards) may be levied for each of the AEC center with a maximum of Rs 5000/- per month per AEC.

#### 16. PAYMENT TERMS:

- a) Payment will be made by the Bank (Centrally) on monthly basis subject to availability of UIDAI/MIS Reports and in arrears on aggregated basis within 30 days on submission of original invoices by the Service Provider duly countersigned by authorized signatory after deducting applicable penalties and TDS, if any
- b) The successful Bidder will be eligible for commission quoted in the Commercial Bid.

#### 17. REVIEW AND MONITORING MECHANISM:

- a) Bank will evaluate the Bidder on an ongoing basis and may take a suitable decision for continuation/termination/expansion of contracted services based on Compliance to RFP terms and conditions as agreed by successful Bidder as per Annexure XII.
- b) The project shall conform to Bank's/UIDAI's policies and would be subject to Internal and External audits. The Bidder is required to extend all necessary co-operations to facilitate audit process.
- c) Bidder shall have adequate audit controls.
- d) Bank will utilize the services of internal or external auditors for ensuring proper operations by Bidders.
- e) Bank may also arrange for a random verification of AECs for better control.

# **BID PROCESS**

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

- a) The bidder should carefully examine and understand the specifications, terms & conditions of the RFP and may seek clarifications, if required. The bidders in all such cases should seek clarification in writing in the same serial order as that of the RFP by mentioning the relevant page number and clause number of the RFP as per format provided under Annexure XVIII
- b) All communications regarding points requiring clarifications and any doubts shall be addressed to aadhaar@indianbank.co.in by the intending bidders before 15.00 Hours on 08.12.2025.
- c) No queries will be entertained from the bidders after the above date and time.
- d) The Bank will consolidate all the written queries and any further queries during the prebid meeting and the replies for the queries shall be made available in the Bank's website (<a href="https://indianbank.in/tenders">https://indianbank.in/tenders</a> & <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a>) and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

#### 19. PRE-BID MEETING:

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

Date	Day	Time	Venue
09.12.205	Tuesday	15.00 Hours	Through Video Conference

- b) No separate communication will be sent for this meeting. If the meeting date is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the pre bid meeting day. Authorized representatives of interested bidders shall be present during the scheduled time. In this connection, Bank will allow only ONE representative from each Bidder to participate in the pre -bid meeting.
- c) Interested bidders shall share the scanned copy of authorization letter as per Annexure XIX and valid ID proof of the Representative by email to aadhaar@indianbank.co.in latest by 08.12.2025 15:00 Hours
  - Upon perusal of the same, the link/meeting ID will be shared to the participant via reply mail for interested bidder to participate in the Pre-bid query meeting.
- d) Bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.
- e) Bank will have liberty to invite its technical consultant or any outside agency, wherever necessary, to be present in the pre-bid meeting to reply to the technical queries of the Bidders in the meeting.

f) Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

#### **20. AMENDMENT TO BIDDING DOCUMENT:**

- a) At any time prior to deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by prospective bidder, may modify the bidding document, by amendment.
- b) Notification of amendments will be made available on the Bank's website only (https://indianbank.in/tenders) and will be binding on all bidders and no separate communication will be issued in this regard.
- c) In order to allow prospective bidders to take the amendment into account in preparing their bids, the Bank at its discretion, may extend the deadline for a reasonable period as decided by the Bank for submission of Bids.

# 21. BID SYSTEM OFFER:

# This is two bid system which has following 2 (Two) parts:

- a) Part A Technical Proposal: Indicating the response to the Technical proposal for implementation of SUPPLY OF AEC (AADHAAR ENROLLMENT CENTRES) KITS AND MANPOWER - OPEX UNDER UCL MODEL AT BANK BRANCHES. (Annexure II to XXII)
- b) Part B Commercial Bid: Furnishing all relevant information as required as per Bill of Material as per Annexure-XVII along with Commercial Bid Undertaking Letter as per Annexure - XVI.

#### 22. PREPARATION OF BIDS:

- a) The Bid shall be typed in English language and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- b) All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection.
- c) Authorization letter/ Board Resolution for signing the Bid documents duly signed by Company's Authorized signatory should be submitted.

#### **PART A-TECHNICAL PROPOSAL:**

- d) Technical Proposal should be submitted as per the format as per Annexure II to XXII. Relevant technical details and documentation should be provided along with Technical Proposal.
- e) It is mandatory to provide the technical details in the exact format of Annexure-VII of this tender.
- f) The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non -adherence to the format or partial submission of technical information as per the format given in the offer.
- g) In case of any contravention of technical specification detected at any stage which is not explained to the satisfaction of the Bank, the technical specifications elaborated in

RFP shall prevail and the bidder shall be considered as disqualified ab initio and it shall be presumed that the commercial bid of such bidder was never opened by the bank.

- h) The Bank shall not allow / permit changes in the technical specifications once it is submitted.
- i) The relevant product information, brand, and model number offered, printed product brochure, technical specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- j) The Technical Proposal should be complete in all respects and contain all information sought for, as per Annexure II to XXII. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Technical Proposal should be complete and should cover all products and services. Technical Proposal without Masked Bill of Materials will be liable for rejection.
- k) Masked Bill of Material which is not as per below instruction will make Bid liable for rejection:
  - I. Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).
  - II. It should not provide any price information like, unit price, tax percentage, tax amount, AMC/ATS charges, Implementation Charges etc.

#### PART B-COMMERCIAL BID:

- l) Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per Annexure-XVII. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- m) Under no circumstances original Bill of Material should be kept in Part A (i.e. Technical Proposal). The placement of Bill of Material in Part A (i.e. Technical Proposal) will make bid liable for rejection.
- n) The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices Masked). Any change in the Bill of Material format may render the bid liable for rejection.
- o) Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly.
- p) Any change in the Bill of Material format may render the bid liable for rejection. The Commercial Bids that are incomplete or conditional are liable to be rejected.

#### 23. ORGANISATION OF BIDS:

- a) The technical bid submitted should contain the following:
  - i. Table of contents
  - ii. Covering letter duly signed by the authorized signatory
  - iii. Executive Summary
  - iv. Duly filled up & Signed Annexure II to XXII
  - v. Letter/ Board Resolutions/Power of Attorney with details of authorized signatories who can represent the bidders.

- vi. All Documents/declaration as mentioned under prequalification/ Eligibility Criteria
- vii. Masked Bill of Materials without any commercial details. (XXXX) to be mentioned in bidder quote
- viii. Draft of the Agreement to be entered with Operators.
- b) The commercial bid submitted should contain the following:
  - i. Bill of Material along with the costs Annexure XVII along with Commercial Bid Undertaking Letter – Annexure XVI

# 24. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL:

This Tender will follow E-Tendering process (e-bids) which will be conducted by Banks authorized E-Tendering Vendor M/s. Antares Systems Limited through their Website as per details given below:

- a. Submission of Technical Bid
- b. Submission of Commercial Bid

Representative of Bidders will be given training for e-Tendering portal access by M/s. Antares Systems Limited

The response to the bids through online mode at Bank's e- present tender will be submitted by way of Two bid system "Technical bid & Commercial bid". Bidders need to submit all two Tendering portal & <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a>. Submission of Bid in any other mode like physical submission will not be accepted/evaluated.

Last date for submission of bids is 30.12.2025, Tuesday, 3.00 PM by online mode for both Technical and Commercial bids and all interested participants are requested to upload the bids through online mode by using Digital Certificate.

# 25. INSTRUCTIONS TO BIDDERS FOR E-TENDERING

# A. GENERAL

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

# **B. INSTRUCTIONS**

#### a) RULES FOR WEB PORTAL ACCESS

- Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
- e-tendering will be conducted on a specific web portal website & <a href="https://www.tenderwizard.com/INDBANK">https://www.tenderwizard.com/INDBANK</a> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.

- 3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 4. In the event of failure of power or internet connectivity (due to any reason whatsoever it may be) at bidder side, either the service provider or Bank is not responsible.
- 5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
- 6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
- 7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
- 8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
- 9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
- 10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the specified time as mentioned above. Extension/advancement of submission date and time will be at the sole discretion of the Bank.
- 11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

# b) REGISTRATION

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

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs

- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Support/Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Antares Systems Limited.

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

# **Support Desk Contact Details**

# **Company Name:**

ANTARES SYSTEMS LIMITED
"Honganasu", #137/3,
Bangalore Mysore Road,
Opp. to Metro Pillar P-696,
Kengeri,
Bangalore - 560 060
Support Contact No. 080-45982100, 9731967722, 89519 44383
Support Email: gunaseelan.m@antaressystems.com

# c) SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

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

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

Please ensure to scan documents so as to total size of documents uploaded remains minimum. All documentation evidence provided to the Bank shall be in PDF Format. The Scanned Documents may 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.

# d) 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.

# e) 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.

- i. Bid Security (Earnest Money Deposit) along with other original Documents uploaded as part of online bid submission should reach us on or before: 30.12.2025 15:00 hrs
- ii. One copy of the Technical Document uploaded on the site <u>may be</u> submitted to CO: BOD on or before Tender submission date. No other documents should be sent (ONLY DOCUMENT UPLOADED IN THE PORTAL WILL BE CONSIDERED FOR EVALUATIONS)

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

# f) OTHER INSTRUCTIONS

For further instructions like system requirements and manuals, the bidder should visit the e-tendering portal (https://www.tenderwizard.com/INDBANK), click on System Requirement Manual/ User Manual.

# The following 'Four Key Instructions' for bidders must be assiduously adhered to

- i. Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- ii. Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- **iii.** Get your organization's concerned executives trained on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- iv. Submit your bids well in advance of tender submission deadline on e-tendering portal (Bank will not be responsible any problem arising out of internet connectivity issues).

Note: While the first three instructions mentioned above are especially relevant to first-time users of the e-tendering portal, the fourth instruction is relevant at all times.

# **26. BIDDING PROCESS:**

- a) Pre-Bid queries can be raised only through the email and no personal interaction will be entertained. Also, any such queries should be in the format mentioned as per Annexure XVIII. Any such query not in the prescribed format will not be entertained.
- b) No separate communication will be given for the venue and time of Pre-bid meeting.
- c) No person shall be allowed to attend the Pre-bid meeting without the proper authorization letter from their company and without their official ID cards issued by their company. Also, only one person per company will be permitted for attending the Pre-bid meeting.
- d) Bid should contain all the supporting documents regarding eligibility criteria, scope of work, technical aspects, compliance statement and terms and conditions etc. Mentioned in RFP.

- e) TECHNICAL BID must contain the Bidders information in the format as given in bid document. TECHNICAL BID should NOT contain any pricing or commercial information at all.
- f) The bid should be typed and signed by the bidder on all pages of the documents submitted or by a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney accompanying the bid.
- g) The offers containing erasures or alterations, or overwriting will not be considered and there should be no handwritten material, corrections or alterations in the offer.
- h) No separate communication will be sent to the unsuccessful bidders at any stage.
- Bids will be opened and evaluated. Bids of only those bidders would be evaluated further on technical parameters who comply with all the eligibility criteria. Only those bidders confirming compliance to all the terms and conditions of RFP document and the technical functionalities shall be shortlisted.
- j) Bidders are required to go through the RFP and any subsequent corrigendum/clarifications meticulously and submit their queries timely to avoid any Last-minute issues.
- k) The Financial Bid shall be prepared as per Annexure by quoting the rates in the respective columns. It shall include all costs associated with the assignment. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
- l) The technical bid shall be prepared as per Annexure.
- m) The technical specifications with regard to the equipment/Aadhaar kit shall comply with the UIDAI specifications. Proposals not confirming to the specifications will be treated as non-responsive. Any incomplete or ambiguous terms / conditions will disqualify the offer. Bank will not entertain any correspondence on this.
- n) Bidders should provide the price of their services in Indian Rupees only.

# **27.** COSTS & CURRENCY:

The Offer must be made in Indian Rupees only as per Bill of Material (Annexure-XVII).

# 28. ERASURES OR ALTERATIONS:

The Offers containing erasures or alterations, or overwriting may not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Bank may treat such Offers as not adhering to the tender guidelines and as unacceptable.

# 29. ASSUMPTIONS/PRESUMPTIONS/MODIFICATIONS:

The Bank would like to expressly state that any assumption, presumptions, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, presumptions, modifications, terms, conditions deviations etc., have been accepted by the Bank and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, terms, conditions, deviation etc. in the bidder's response to this RFP document. No offer can be modified or withdrawn by a bidder after submission of Bid/s.

#### **30.** AMENDMENT TO BIDDING DOCUMENT:

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 requested by a prospective Bidder, may modify the Bidding Document, by amendment

Notification of amendments will be put up on the Bank's Website and will be binding on all Bidders.

To allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Bank, at its discretion, may extend the deadline for a reasonable period as decided by the Bank for the submission of Bids.

# 31. BID OPENING:

- a) The Part A-Technical Proposal shall be opened in presence of the Bidder's representative/s as scheduled in the RFP and/or its amendment to this RFP.
- b) The Bidders may note that no further notice will be given in this regard. Further, in case the bank does not function on the aforesaid date due to unforeseen circumstances or declared as holiday then the bid will be accepted up to 3.00 PM on the next working day and bids will be opened at 4.00 PM on the same day.
- c) The following details will be announced at the time of bid opening.
  - i. Name of the Bidders.
  - ii. Such other details as the Bank at its discretion may consider appropriate.
- d) If any of the bidder or all bidders who has submitted the tender are not present during the specified date & time of Bid opening, it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and the bank at its discretion will proceed further with opening of the Part A Technical Bid in their absence.
- e) The Part A-Technical Proposal submitted by the bidder will be evaluated based on the Eligibility Criteria as per Clause 5 and its sub clause, Technical Evaluation Criteria (Minimum 80 % Marks to be obtained) and functional requirements as per Annexure VII as stipulated in RFP document.
- f) The Commercial Bid of only those bidders who are qualified in Part -A Technical Proposal will be opened and the time & date of opening the commercial Bid shall be advised to the technically qualified bidders individually by email to the given email ID as per Annexure II

#### **SELECTION OF BIDDER**

#### 32. PRELIMINARY SCRUTINY:

- a) The Bank will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, items are offered as per RFP requirements and technical documentation as required to evaluate the offer has been submitted.
- b) Prior to detailed evaluation, the non-responsive bids may be rejected.

#### 33. CLARIFICATION OF OFFERS:

a) During the process of scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, seek clarifications from all the bidders/any of the bidders on the offer made by them. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable. The request for such clarifications and the Bidders response will necessarily be in writing and it should be submitted within the time frame stipulated by the Bank.

b) The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final. The waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

#### 34. EVALUATION OF TECHNICAL BIDS:

- a) The Bank will evaluate the bid submitted by the bidders under this RFP. The Part A-Technical Proposal submitted by the bidder will be evaluated based on Technical Evaluation Criteria defined in this RFP. The Commercial Bid of only those bidders who qualified in Part A-Technical Proposal will be reckoned for evaluation purpose.
- b) The Bid will be evaluated by a Committee of the Bank. If warranted, the Bank may engage the services of external consultants for evaluation of the bid. It is Bank's discretion to decide at the relevant point of time.
- c) Bank will prepare a list of Bidders based on evaluation by a Committee of the Bank. The short-listing will be based on various parameters such as compliance with prequalification criteria as per terms of the tender documents, functional fit of the solution to the requirements of the Bank, responses, past experience, site-visits (if deemed necessary), referrals, presentations, technology, etc., in addition to technical compliance of the solution offered by the bidder vis-à-vis the technical specifications given in the technical bid forms.
- d) Prior to detailed evaluation Bank will determine the substantial responsiveness of each Bid to the Bidding Document. Substantial responsiveness means that bid conforms to all terms and conditions of the Pre-Qualification Criteria and Bidding Document without any material deviations.
- e) The Bank may call for any clarifications/ additional particulars required, if any, on the technical bids submitted by the bidder. The bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time.
- f) The commercial bids of the technically qualified bidders only will be considered for commercial bid evaluation.
- g) Bank reserves the right to evaluate the bids on technical and functional parameters including possible visit to inspect live sites of the Bidder and witness demos of the system and verify functionalities, response times, etc.
- h) Technical evaluation will take into consideration, the capability of the bidder to implement the proposed solution.
- Bidders should score minimum 80% marks out of 100 marks as per scoring matrix to become eligible for participating in the Commercial Bid. In other words, Commercial bid of those bidders who secured minimum 80% marks in technical evaluation criteria only will be opened.
- j) Only those eligible bidders who comply with eligibility criteria as per clause 5 and whose Technical bids have been found substantially responsive and who have scored minimum 80% marks in technical evaluation would be intimated by the Bank about their responsiveness and about the revised/updated Technical & Functional Specification (if

any).

- k) The bank may use the services of external consultants for bid evaluation, if required.
- The bank will evaluate and compare the Commercial Bids, of all the technically shortlisted Bidders. The commercial bid will be opened in the presence of representatives of bidders who are shortlisted in the technical bid.
- m) Evaluation criteria, evaluation of the responses to the RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion. Its decision shall be final and no correspondence about the decision shall be entertained.
- n) The rates quoted by the Service Provider will be valid for the duration of the tenor of the agreement and extended tenor of the agreement as the case may be.
- o) Bank reserves the right to cancel the bidding process for any or some or all the AECs for which the RFP is floated at the sole discretion of the Bank.

# 35. BIDDERS PRESENTATION / SITE VISITS / PRODUCT DEMONSTRATION / POC:

- a) Bidders are required to prepare for making necessary presentations as a part evaluation in accordance with the responses given for the identified requirements any time after the last date for submission of bids. The date and time of such presentation will be communicated later through e -mail to the email address updated by the Bidder in Annexure -II of the RFP.
- b) Bidders are further required to be prepared to demonstrate the proposed solution by arranging for a product walk through at their own installations/principals/R&D labs duly meeting the specific requirements/ issues raised by Bank. Bank may at its discretion as a part of the evaluation of the technical bid may request either all bidders or any of them to arrange for this demonstration of their product more than once if felt necessary before opening commercial bid.
- c) All expenses incurred in connection with the above shall be borne by the bidder. However, Bank shall bear the travelling, boarding and lodging expenses related to its own personnel and Consultants.
- d) Setting of evaluation criteria for product demonstrations shall be entirely at the discretion of Bank. The decision of Bank in this regard shall be final and, in this regard, no correspondence shall be entertained.
- e) Bidders should arrange for visits to the reference sites wherein the product is successfully implemented by them. The bidder shall take necessary permission from the site owner and demonstrate the features & performance to Bank at their own cost.

# 36. TECHNICAL EVALUATION CRITERIA:

- a) The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation a list of technically qualified bidders will be short-listed:
- b) Compliance of terms and conditions stipulated in Clause 5 & its sub clause of RFP duly supported by documentary evidence called for therein.
- c) Submission of duly signed Annexure II to XXII along with documentary evidence of the RFP.

- d) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.
- e) Technical scores shall be granted based on the criteria mentioned in the RFP.

# **37. TECHNICAL EVALUATION MATRIX:**

S. No	Parameter	Documents required	Maximum Marks	Bidder Score
1	Net-worth as on 31.03.2025 Above 50 Cr (10 Marks) 31 Cr to 50 Cr (7 marks) 21 Cr to 30Cr (04 Marks) 10 Cr to 20 Cr (01 Marks)		10	
1	Only for Startup: - Above 20 Cr (10 Marks) 16 Cr to 20 Cr (7 marks) 11 Cr to 15 (04 Marks) 5 Cr to 10 Cr (01 Marks) Only in Aadhaar business per annum turnover with tax invoice to PSB/RRB/Private Banks in India for	Audited Balance Sheet along with Auditor Certificate with UDIN	10	
2	each of the last 3 financial years 25 cr and above (10 Marks) 15 to 25 Cr (8 Marks) 10 Cr to 15 Cr (4 Marks) 5 Cr to 10 Cr (2 Marks) Only for Startup: - Above 10 Cr (10 Marks) 5 Cr to 10 Cr (7 marks) 2 Cr to 5 (04 Marks) 1 Cr to 2 Cr (01 Marks)	Client certificate along with Tax invoice and CA certificate must be attached as per the given format in Annexure GSTR 1 & GSTR 3B will be verified in the GSTR portal.	10	
3	States and Union territories covered Above 10 (5 marks) 5 to 10(3 marks) Up to 5(1 marks)	Client certificate must be attached.	5	
4	Total AEC branches allotted in PSB/ RRB/ Private Banks in India in last three years and the agreement is valid till the of RFP published date Above 500 (5 Marks) 301 to 500 (03 Marks) Up to 300 (02 Marks)	Client certificate from PSB / RRB/Private Banks must be attached	5	
5	No of clients - Work order in AECs (Tie up) with PSBs/RRBs/Private Banks in India in last three years and the agreement is valid till the of RFP published date  10 clients and Above (10 marks) 6 to 9 clients (06 marks) 4 to 6 clients (03 Marks) 1 to 3 clients (01 Marks)	Bank Letter from PSB / RRB/Private Banks	10	

	Grand Total		100
11	Marks for PPT presentation by the BIDDER on implementation of proposed project. (Bidder should obtain 80% out of 30 for further qualification)		30
10	Total (Total Minimum Marks to be obtained from technical evaluation to qualified for Presentation is – 80% out of 70 marks)		70
9	Percentage of Active AEC Locations allotted to Bidder in PSBs/RRBs/Private Banks in India (Jul'25, Aug'25 & Sep'25) /3/Total allotted AEC*100  Above 90%(5 marks) 81%-90%(3 marks) 71% - 80%(1mark)	Bank Letter from PSB / RRB/Private Banks (Data will be validated with UIDAI Portal)	5
8	Bidder should have completed minimum of 50 lakhs enrolment/Updations in last three financial years with PSB/RRB/Private Banks in India  Above 50 lakhs (10 Marks) 31 lakhs to 50 lakhs (5 Marks) 20 lakhs to 30 lakhs (3 Marks) 10 lakhs to 20 lakhs (2 Marks)	Bank certificate along with invoices from PSB / RRB/Private Banks	10
7	Average Enrollments: Per day average no of enrollments/ Updations per center during (Jul'25, Aug'25 & Sep'25) in PSB/RRB/Private Banks in India  15 and Above (05 Marks) 13-15 (03 Marks) 10- 12 (02 Marks)  * NIL marks If not submitted	Bank Letter from PSB / RRB/Private Banks	5
6	No of the employees in company Payroll PF paid challan from portal - (in TRRN). Above 500 employees (10 Marks) 401 to 500 (06 Marks) 301 to 400 (04 Marks) Up to 300 (02 Marks)	PF Paid challan need to be submitted. If required, we will verify the data from TRRN Portal	10

#### Note:

- **1.** Bidders to submit relevant documents in support from their respective Banks of their position under all the above parameters.
- 2. Bidders should score minimum 80% marks out of 100 marks as per scoring matrix to become eligible for participating in the Commercial Bid. In other words, Commercial bid of those bidders who secured minimum 80% marks in technical evaluation criteria only will be opened.

Bidders shall submit proof of document for criteria detailed above. It shall be the responsibility of the bidders to submit relevant proof of document. Scoring shall be done based on the documents submitted along with the technical bid and no further correspondence shall be sent in this regard. The total marks scored in the technical evaluation shall be informed to the participating bidders. Decision of the Bank on evaluation of technical bids shall be final and binding on all bidders and Bank won't accept/consider any kind of claims whatsoever from the bidders. It shall be the responsibility of the bidder to submit required Documentary proofs which are necessarily unambiguous and shall be capable to establish beyond any doubts that bidder is satisfying the particular criteria/clause for which the document is submitted.

# 38. VALIDITY OF BIDS:

- a) Commercial Bids shall remain valid for 180 days from the date of opening of Commercial Bid
- b) In exceptional circumstances, the Bank may seek the Bidders' consent for extension of the period of validity. The request and the responses thereto shall be made in writing.

# 39. CORRECTION OF ERRORS IN COMMERCIAL BID:

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

- a) If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price shall be corrected accordingly.
- b) If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- c) If there is discrepancy in the total arrived at Bill of Material (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished in the Bill of Material
- d) If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.
- e) If the bidder does not accept the correction of errors, the bid will be rejected.

#### **40. NORMALIZATION OF BIDS:**

- a) The Bank may go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that, shortlisted bidders are more or less on the same technical ground.
- b) The shortlisted bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

#### 41. DETERMINATION OF L1 BIDDER:

- a) Bidders shall quote commercial bid as per Bill of Material Annexure XVII for each AEC of their choice
- b) L1 Price will be determined after giving effect to arithmetical correction, if any.
- c) The L-1 bidder will be determined on the basis of the lowest price quoted in Bill of Material as per Annexure XVII.
- d) In case, two or more bidders have quoted the same lowest quote (L1), then the bidder secured highest technical score amongst such bidders shall be the successful bidder.
- e) In case, two or more bidders have quoted the same lowest quote (L1) and have scored same technical score, then the bidder with highest number of AECs deployed in PSBs & RRBs from among such bidders shall be the successful bidder.

#### **NEGOTIATIONS WITH L1 BIDDERS**

The Committee Member of the Bank will have the financial negotiations shall be carried out with successful L1 Bidder. In case, the costs quoted are not found to be reasonable. In such negotiations, the selected firm may also be asked to justify and demonstrate that the prices proposed in the contract are not out of line with the rates being charged by the service provider for other similar assignments.

After negotiations process, the Bank will communicate the name of the successful bidder along with details of costs accepted by L1 bidder to other technically qualified bidders for their acceptance.

#### **42.** AWARDING OF CONTRACT:

- a) Technically qualified Bidder whose commercial bid is accepted and quotes the lowest in commercial bid will be referred to as selected Bidder (L1) and Bank will notify the name of the selected Bidder by displaying in the Notice board/official Website of Bank. Bank will follow the internal procedure for necessary approvals and there after proceed with notification of award of contract.
- b) The Committee Member of the Bank shall carry out financial negotiations with the successful L1 Bidder. If Any bid found to be abnormally low, i.e., insufficient to cover statutory obligations, manpower costs, UIDAI guidelines, and operational requirements, shall be treated as non-responsive and rejected and the Evaluation Committee reserves the right to seek justification for quoted rates. If the bidder fails to demonstrate the reasonableness and sustainability of the rates, the bid shall be disqualified
- c) After negotiations process, the Bank will communicate the name of the successful bidder along with details of costs accepted by L1 bidder to other technically qualified bidders for their acceptance.

Allocation of locations shall be entirely at the sole discretion of the Bank. The bidders will have no option to reject the locations so allocated to them,

- d) If L1 bidder is disqualified for any of the reasons mentioned in this RFP, the L2 bidder commercial will be considered as L1 bid and award of contract processed as per the abovementioned criteria.
- e) The contract shall be awarded, and the order shall be placed on selected Bidder/s. Bank will release the order either in Full or in part or place more than one order towards the contract based on banks requirements.
- f) While awarding contract, bank at its sole discretion shall allot AECs among the successful

bidders and it would be final & conclusive and binding upon the selected bidders.

- g) The selected bidder shall submit the acceptance of the order within fifteen days from the date of receipt of the order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the bidder.
- h) Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.
- i) On failure of the selected bidder to accept the order within stipulated time, Bank shall be at liberty to proceed with other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes either considering existing commercial quote or fresh commercial quote. The initially selected bidder stands disqualified for further participation in the subject bid.
- j) Within 15 days from the date of acceptance of the order by the selected bidder, the bidder shall sign a stamped "Contract agreement" referred to as Contract in this RFP, with Bank, at the time, place and in the format prescribed by Bank. All stamp duty charges applicable on the agreement shall be borne by the selected bidder.

# 43. INTIMATION OF QUALIFIED / SUCCESSFUL BIDDERS:

The Bank will prepare a list of qualified bidders at each stage on the basis of evaluation of Part A-Technical Proposal and Part B-Commercial Bid. The names of qualified bidders at each stage would be announced on the Notice Board/Bank's website (i.e. https://indianbank.in/tenders). Commercial Bids of only technical qualified bidders shall be opened. Final list of the bidders will be announced as indicated above. No separate intimation will be sent to successful Bidder.

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

- a) The Bank reserves the right to accept or reject any Bid /offer received in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. The Bank reserves the right to reject any Bid on security and/or other considerations without assigning any reason.
- b) The Bank reserves the right to cancel the entire Bidding/procurement process at any stage without assigning any reason whatsoever.

#### **45. REVIEW OF SERVICES:**

- a) The performance of the Service Providers will be reviewed, Operator/AEC wise, by the bank every month initially, and thereafter at such intervals as the bank may decide. The bank reserves the right to terminate the contract at any point of time if:
  - i. The services are found to be unsatisfactory;
  - ii. There is a consistent failure to maintain the customer satisfaction;
  - iii. Desired levels of output by the Service Provider are not met;
  - iv. The customers/residents serviced by the Service Provider complain to the Bank that the Service Provider is inefficient;

- v. There is fraud detected in enrolment/ updation done by the operators; or
- vi. any other reason, which in the opinion of the bank is not conducive to the continuation of the Services of the Service Provider.
- b) However, before terminating the contract, the bank will give a written notice specifying the defects in services to Service Provider and seek rectification of the defects within a period of 7 days. In case the rectified defects if any is not up to the satisfactory level of the Banks, the contract will be terminated.
- c) It is expected that Operators are engaged & are activated in the locations mentioned in Annexure of this RFP within 45 days of award of contract/work order/Intimation. Shortfall of more than 20% in achieving the above targets will result in the services being treated as 'unsatisfactory'.
- d) The Bank shall not be liable for the acts of omission and/ or commission of the operators engaged by the Service Provider. The Service Provider is responsible for compliance of all applicable laws & regulations in relation to the Operators engaged by them and the Operators engaged by the SP shall not be eligible to claim any benefit or fee or charge from the Bank. The Service Provider is responsible for all performance or obligation towards the operators engaged by the Service Providers.

## **46. COMPLIANCE WITH LAWS:**

- a) The Bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/ employees/ personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- b) The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc. as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/ officers/ staff/ personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above & all other statutory obligations arising there from and Bank shall give notice of any such claim or demand of liability within reasonable time to the Bidder.
- c) The Bidder agrees that the Bidder shall not be entitled to assign / sub lease/sub contract any or all of its rights and/or obligations under this tender and subsequent Agreement to any entity including Bidder's affiliate during the contract period.
- d) In case Bank undergoes a merger, amalgamation, takeover, 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 rights of the Bidder under this

## 47. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS:

It shall be the sole responsibility of the Service Provider to comply with all statutory and regulatory provisions while delivering the services mentioned in this RFP.

#### 48. SOCIAL MEDIA POLICY:

- a) No person of the Bidder or the Operators and third parties shall violate the social media policy of the bank.
- b) The following acts on the part of personnel of the Bidder or Operator and third parties shall be construed as violation of Social Media Policy:
  - i. Non-adherence to the standards/guidelines in relation to social media policy issued by the bank from time to time.
  - ii. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non- adherence of social media related systems and procedures.

## 49. TAXES AND DUTIES:

- a) The Service Provider shall be entirely responsible for all applicable taxes, duties, levies, charges, license fees, road permits, etc.
- b) Providing clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labor and other laws, etc. will be the responsibility of the Service Provider at his cost.
- c) Tax deduction at Source Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this contract.
- d) The Service provider shall deduct such applicable taxes out of the payments made to the Operators and remit to the concerned authorities within the stipulated timeline. The Bank shall not be responsible for the same whatsoever.
- e) The successful bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

## GOODS AND SERVICE TAXES (GST) AND ITS COMPLIANCE:

- f) Goods and Service Tax law in India is a comprehensive, multi stage, destination- based tax that will be levied on every value addition. Service provider shall have to follow GST law as per time being enforced along with certain mandatory feature mentioned hereunder-
- g) TDS (Tax Deducted on Source) is required to be deducted as per applicable under GST law on

the payment made or credited to the Service Provider of taxable goods and Services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statutes include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.

- h) If the contract value **exceeds above Rs.2.50 Lakhs, the applicable GST TDS** will be deducted as pet the GST Law.
- It is mandatory to pass on the benefit due to reduction in rate of tax or from Input Tax Credit (ITC) to the Bank by way of commensurate reduction in the prices under the GST law.
- j) If Service Provider as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided from time to time may be relevant ground of cancellation of contract.
- k) Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and local bodies or any other authority authorized in this regard.

#### **50. INTELLECTUAL PROPERTY RIGHTS:**

- a) Bidder warrants that the inputs provided shall not infringe upon any third- party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. The bidder should ensure that the Hardware supplied to the Bank shall not infringe the third-party intellectual property rights, if any. The bidder has to ensure that third party rights are not infringed in any case.
- b) 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 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 solution.
- c) 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
  - 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.

d) The bidder acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Hardware/Software.

## 51. INDEMNITY:

- a) The bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
  - i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the bidder or by his employees/operators/agents.
  - ii. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by the bidder.
- b) The bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them.
- c) All indemnities shall survive notwithstanding expiry or termination of the contract/engagement and bidder shall continue to be liable under the indemnities.
- d) The above said clause shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be unlimited.
- e) All Employees/ operators engaged by the Bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.
- f) The service provider will be held accountable for any untoward incidents and the reputation risks to the bank.
- g) If at the time of your supplying, installing the equipment in terms of the present contract/order or subsequently it appears at any point of time that an infringement has occurred of any patents, trademarks or other rights claimed by any third party, 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 in that behalf

## **52.** LIQUIDATED DAMAGES:

If the Supplier fails to deliver/install any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of delayed item for each week or part thereof of delay until actual delivery/installation or performance. If the installation and making the complete system up

and running is not possible due to delayed item, a sum equivalent to 0.5% of the total Contract Value will be deducted for each week or part thereof of delay until actual delivery/installation or performance, up to a maximum deduction of 10% of total Contract Value. If the equipment's are not delivered/installed in time, the Bank may consider termination of the contract

### 53. TERMINATION FOR CONVENIENCE:

- a) The Bank, by 30-day written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. Bank will pay for the services availed till the date of termination on submission of invoices and documents.
- b) The equipment maintenance services for which renewal happened within 30 days after the supplier receipt of notice of termination shall be accepted by the Bank at the contract terms and prices. For the remaining services Bank may elect:
  - To have any portion completed and delivered at the contract terms and prices; and/or
  - To cancel the reminder and pay to the supplier an agreed amount for partially completed services.

#### **54. TERMINATION FOR DEFAULT:**

The Bank, without prejudice to any other remedy for breach of contract, by Thirty (30) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- I. if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Bank;
- II. if the Supplier fails to perform any other obligation(s) under the Contract.
- III. If the Supplier, in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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.

"unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc. after opening of first bid.

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

#### **55. SETTLEMENT OF DISPUTES:**

- If any dispute or difference of any kind whatsoever shall arise between the Bank and the successful bidder in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such disputes or difference by mutual consultation.
- 2. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the Bank or the successful bidder 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.
- 3. 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 subject to Settlement of Disputes, Sub-Clause-5 hereinafter mentioned. 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 Bank and a domestic Successful bidder relating to any matter arising out of or connected with this 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 Bank and the Successful bidder; 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 Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, which appointment 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, both in cases of the Successful bidder and the Bank, shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in 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.
- 4. Notwithstanding any reference to arbitration herein,
  - a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - b) The Bank shall pay the successful bidder any monies due to the successful bidder

- 5. Submitting to arbitration may be considered as an additional remedy and it does not preclude the parties seek redresses / other legal recourse.
- 6. Any dispute arising will be under the jurisdiction of Courts of law in Chennai

#### 56. NOTICES:

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party for the address of successful bidder and Bank please refer the contract which will be executed after the declaration of successful bidder. A notice shall be effective when delivered or on the notice's effective date.

#### **57. LIMITATION OF LIABILITY:**

Supplier's aggregate liability under the contract shall be limited to the contract value. 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 supplier's negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase order placed by bank on the supplier that gave rise to claim, under this tender

#### **58. SERVICE AGREEMENT AND PENALTIES:**

Upon completion of the selection process, the bank shall enter into agreement with the successful bidder/s who shall agree to the terms and conditions stipulated by the Bank which among other conditions will also include the following:

- a) The Successful bidder should agree to the performance standards stipulated by the Bank and comply with all the Standard Operating Procedures (SOPs) prescribed by the bank.
- b) The successful bidder should maintain all records & registers as per the instructions of the Bank and ensure safe custody of all records and documents.
- c) The Bank shall be entitled to inspect & audit the records maintained by the successful bidder through its officers or auditors / representatives and the successful bidder shall provide access to the officers and representatives of the Bank or other regulatory authorities.
- d) The successful bidder should allow access to RBI/UIDAI or persons authorized by RBI to inspect and access documents / records and obtain copies of records.
- e) It will be the sole responsibility of the successful bidder to provide uninterrupted service to the customer barring unusual situations or calamities like flood, earth quake, etc.
- f) It will be the sole responsibility of the successful bidder to protect the data transmitted from AEC station to UIDAI server and vice versa.
- g) The successful bidder and its representatives should maintain secrecy & confidentiality of all records and information in respect of the outsourced service.
- h) The successful bidder should indemnify the Bank for breach of confidentiality &

- obligations by the successful bidder, its representatives and operators at the first demand by the Bank.
- i) The successful bidder shall indemnify, protect & save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all hardware and software used by them.
- j) The successful bidder shall ensure all technology compliances and maintenance requirements as may be prescribed by the Bank/UIDAI. The successful bidder will also have to meet the prescribed requirements that may be stipulated by the bank/UIDAI to be maintained at the AECs (Service Level Agreement is furnished as part of AEC Agreement). A well- defined disaster recovery and business continuity plan, both from technology as well as from business angle, should be in place as per the satisfaction of the Bank.
- k) The Successful Bidder should provide indemnity to the Bank against all claims, costs & actions for all commissions and omissions by the service provider and its representatives.
- l) The Banks shall have the right to terminate the agreement by issue of 30 days' notice without assigning reason and also in the case of breach of contractual obligations by the service provider separately.
- m) The AEC Service provider agreement format will be as per Bank/IBA/UIDAI draft.
- n) The successful bidder/s have to implement the solutions in the AECs in all identified locations within 45 days of issuance of work order/intimation. A penalty of Rs. 500/-per day for the period beyond the permitted timeline will be levied subject to a maximum penalty of Rs 5,000/- per month till the AEC location is functional.
- o) All activities such as engaging Operators, deployment of Hardware etc and installations of Hardware/Software etc. for AECs, should be as per the requirements of RFP.
- p) A detailed Schedule will be drawn up by the Bank and shared with selected bidder/s at the time of placing order.
- q) All terms, conditions, Annexures of this RFP and its subsequent amendment forms part and parcel of service agreement.

## **59. REPRESENTATIONS AND WARRANTIES:**

- a) The Bidder warrants that they have obtained all necessary corporate approvals to enter into an Agreement and that no consent, approval, or Withholding of objection is required from any governmental authority with respect to the entering into or the performance of this project. The bidder further warrants that they are under no obligation or restriction, nor shall they assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this project.
- b) Bidder warrants that it shall perform the Services in a professional & workman like manner and materially in accordance with the applicable specifications in the RFP.
- c) The Bidder represents that it is duly incorporated, validly existing and in good standing under as per the laws of the state in which such Party is incorporated.
- d) The Bidder represents that it has the corporate power & authority to enter into Agreements and perform its obligations there under. The execution, delivery and

performance of terms and conditions under agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

- e) The Bidder represents that the submission of responses to the RFP execution, delivery and performance under an Agreement entered in case the Bidder is selected:
  - i. Will not violate or contravene any provision of its documents of incorporation;
  - ii. Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound;
  - iii. Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
  - iv. To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

#### **60. PERIOD OF CONTRACT:**

The period of contract shall initially be for a period of 3 (three) years from date of acceptance of work order. Bank also reserves its right to extend the contract for 2 years after 3 years on the same terms and conditions at mutually agreed revised/revisited commercials between the Bank and the successful bidder. In case of shifting of the services to a new Service Provider, due to deficiency in the services extended by successful bidder during the period of the contract or due to policy changes, which warrants switching over to new solution, the existing successful bidder shall extend all required support for smooth switch over.

## **61.** INSPECTION AND AUDIT:

The Bank may, at its discretion, get the products and services of the supplier inspected/ audited by its internal/ external inspectors/ auditors/ Reserve Bank of India. Bidder shall facilitate the same. The cost of such audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Bank/ Bank's appointed External auditors/Regulators have right to audit and right to examine the facilities, activities and assets (software).

Bidder shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any

regulatory authority / Bank's consultant / Testing agency entrusted by the Bank to carry out this work.

The Bank at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank.

Nothing stated hereinabove shall in any way release the bidder from any obligations under this contract.

Compliance with security best practices may be monitored by periodic computer security audits/Information Security Audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, backup and recovery procedures, network security controls and program change controls. The successful bidder must provide the Bank access to various monitoring and performance measurement systems. The successful bidder must provide the Bank access to the auditing menu through the application itself and facilitate the audits. The successful bidder has to remedy all discrepancies observed by the auditors at no additional cost to the bank.

## **62.** PERFORMANCE GUARANTEE/SECURITY DEPOSIT:

- a) The successful bidder shall provide irrevocable and unconditional Performance Bank guarantee in the form and manner prescribed by the Bank equivalent to Rs. 20,000/- (Rupees Twenty Thousand only) per allotted AEC or minimum Rs. 30.00 Lakhs whichever is higher.
- b) The successful bidder should submit a Security Deposit/ Performance Guarantee within 15 days from the date of work order as below:
  - i. The performance Guarantee should be for 4 years (Three years plus a claim period of 1 years).
  - ii. The successful bidder should submit Security Deposit by way of Performance Bank Guarantee issued by a Scheduled Commercial Bank (other than Indian Bank) in India as per Annexure XX or Fixed Deposit with Indian Bank.
- c) Security deposit if submitted in the form of Performance Bank Guarantee, the guarantee period should be valid for 48 months from the date of placing the order.
- d) The successful bidder shall be responsible for extending the validity date of the bank guarantees as and when it is due to coincide, on account of delay in completion of the project.
- e) The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended or fails to execute the contract Agreement or if the successful bidder fails to complete his obligations under the contract. The proceeds of the guarantee shall be payable to the bank as compensation for any loss from the successful bidder's failure to complete his obligations under the contract.
- f) The Bank shall invoke the total amount of Bank guarantee if bidder fails to complete the work/any non-satisfactory performance, even in single Centre /location.

### 63. CANCELLATION OF THE ORDER AND TERMINATION OF CONTRACT:

Bank reserves its right to cancel the order and terminate the contract in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to Bank alone:

- a) Delay in customization / implementation / installation beyond the specified period that is agreed in the contract that shall be signed with the successful Bidder; and/or
- b) Serious discrepancy in the quality of service / hardware / expected during the implementation process
- c) Notwithstanding anything contained in this RFP, Bank shall terminate this RFP if it is found that the project envisaged under this RFP could not be taken place on account of change in policy /guidelines of the Bank/Government/RBI/UIDAI or any other regulatory/authority.
- d) Failure to observe the time schedule as mentioned in this RFP for implementation, appointment and rollout.
- e) If there is contravention as provided under Clause 45 mentioned above.
- f) If violation of integrity pact or social media policy is detected at any stage.
- g) Bank shall also have the right to cancel the order and terminate the contract by issuing a thirty (30) days' notice to the successful bidders without assigning any reasons.

## **64. EFFECT OF TERMINATION:**

- a) The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the contract.
- b) Reverse Transition mechanism would typically include service and that are required to be performed / rendered by the Bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.
- c) Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services.

## **65. FORCE MAJEURE:**

- a) The Service Provider or the Bank shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the Service Provider or the bank, i.e. Force Majeure. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by act of God, wars, insurrections, riots, earth quake & fire, revolutions, floods, epidemics, quarantine restrictions, trade embargos, pandemics declared general strikes in relevant industries, satellite failure, act of Govt. of India, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.
  - b) In the event of any such intervening Force Majeure, either party shall notify the other in writing of such circumstances or the cause thereof immediately within five calendar days. Unless otherwise directed by the Bank, the Service Provider

shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

c) In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of 180 days, the Bank and the Service Provider/Bidder shall hold consultations with each other in an endeavor to find a solution to the problem. Notwithstanding above, the decision of the Bank shall be final and binding on the Service Provider.

#### **66.** CONFIDENTIALITY AND NON-DISCLOSURE:

- a) The bidder shall take all necessary precautions to ensure that all information shared to it are treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of the confidential information. The bidder shall furnish an undertaking as given in Annexure-XIV.
- b) No media release/public announcement or any other reference to the RFP or any program there under shall be made without the written consent of the Bank, by photographic, electronic or other means.

#### **67. CORRUPT AND FRADULENT PRACTICES:**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders/Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of 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.
- c) The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- d) The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- e) The decision of Bank in determining the above aspects will be final and binding on all the Bidders. No Bidder shall contact through any means of communication to the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.
- f) Any effort/attempt by a bidder to influence the Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or

blacklisting the Bidder. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the Bank directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on the case to case basis.

g) The successful bidder shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor by the Bank.

#### 68. ADOPTION OF INTEGRITY PACT:

- a) The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
- b) Only those bidders, who commit themselves to the above pact with the Bank shall be considered eligible to participate in the bidding process.
- c) The Bidders shall submit signed Pre-Contract integrity pact as per Annexure XIII along with Part-A Technical Bids. Those Bids which are not containing the above are liable for rejection.
- d) Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates.
- e) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- f) Integrity Pact in respect to this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- g) The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.
- h) Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- i) Integrity pact shall be signed by the person who is authorized to sign the Bid.
- j) The Name and Contact details of the Independent External Monitor(IEM) nominated by the Bank are as under:
  - i. Shri. Arun Kumar SharmaEmail: sharmaak6@gmail.com
  - ii. Shri. M J Joseph Email: mohan.joseph@gmail.com

#### **69.** MODIFICATION/CANCELLATION OF RFP:

a) The Bank reserves the right to modify any terms, conditions and specifications of the RFP and Bank reserves the right to obtain revised commercial bids from the bidders with

regard to change in RFP Clauses. The Bank reserves the right to accept any bid in whole or in part.

- b) The bank reserves the right to re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.
- c) The bank reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. The bank shall not incur any liability to the affected bidder(s) on account of such rejection. Bank shall not be obliged to inform the affected bidder(s) of the grounds for the Bank's rejection/cancellation.

## 70. TERMS AND CONDITIONS FOR THE PROPOSAL:

- a) Bank invites the Bidder's attention to the following terms & conditions which underline this RFP and which provide a statement of understanding between the interested parties.
- b) Bank reserves the right to accept or reject any and all proposals, 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. Additionally, Bank reserves the right to alter the specifications, 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 and subsequent presentations and contract negotiation processes.
- c) Responses submitted by a Bidder to this RFP represent a firm offer to contract on the terms & conditions described in the Bidder's response. The proposal must be signed by an official authorized to commit the bidder to the terms & conditions of the proposal. Bidder must clearly identify the full title & authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.
- d) The RFP and all supporting documentation/templates are the sole property of INDIAN BANK and shall NOT be redistributed without the prior written consent of INDIAN BANK. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The material must be returned to INDIAN BANK when submitting the Bidder proposal, or upon request. In case the Bidder is not interested in responding to the RFP, the RFP documents and any Annexure must be returned to INDIAN BANK immediately.

#### 71. CERTIFICATE BY THE BIDDER:

By submitting a signed bid, the Bidder certifies that:

- a) The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition.
- b) The prices in the bid have not been disclosed and shall not be disclosed to any other bidder of this RFP.
- c) No attempt by the Bidder to induce any other bidder to submit or not to submit a bid for restricting competition has occurred.
- d) Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with INDIAN BANK. In case such conflicts of interest do arise, the Bidder must indicate the manner in which such conflicts can be

resolved.

- e) The Bank is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Bank at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make good the same at no extra costs to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents.
- f) The Bidder represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfil its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all hardware to be supplied in response to this RFP shall meet the proposed Bidder solution requirements. Only UIDAI provided software/client will be used. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Bidder at no additional cost to the Bank. The Bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Bidder to fulfill all the terms and conditions of this RFP.
- g) The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. The Bank reserves the right to make any changes in the terms and conditions of purchase. The Bank will not be obliged to meet and have discussions with any Bidder, and / or to listen to any representations.
- h) The successful bidder shall not assign to anyone, in whole or in part, its obligations to perform under the Contract, except with the Bank's written consent. Merger, demerger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc. of the successful bidder shall be done only with the previous written consent of Bank.
- i) If the Bidder undergoes a merger, demerger, amalgamation, take over, consolidation, reconstruction, change of ownership etc. without Bank's consent in writing, in that event, without prejudice to Bank's right to terminate the contract, the agreement shall be voidable at the sole discretion of Bank.

## 72. LIABILITIES OF THE BANK:

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

## 73. PROPOSAL FORMAT:

As the bidder's proposal is central to the evaluation & selection process, it is important that the bidder carefully prepares the proposal as per the prescribed formats only. Under no circumstance, the format can be changed, altered or modified. Bidders must provide categorical and factual replies to specific questions. Bidders may provide additional technical literature relating to their proposals but in a separate annexure. Correct and current technical details must be filled in. The annexure to this RFP shall form integral

part of the RFP.

## 74. OWNERSHIP:

The RFP and all supporting documents are the sole property of the Bank and violation of the terms of this RFP will be a breach of trust & breach of the initial contract conditions and the Bank has a right to initiate any action deemed appropriate.

#### **PURCHASE PREFERENCE**

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups and Purchase Preference linked with Local Content (PP-LC) (Make in India) shall be applicable subject to full compliance of other terms and conditions of the RFP. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

#### 75. Micro & Small Enterprises [MSEs]:

- a) Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette notification no. D.L.- 33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:
- MSEs should provide proof of their being registered as MSE (indicating the Terminal Validity Date of their Registration) for the item under Tender/RFP along with their offer, with any agency mentioned in the Notification, including:
  - District Industries Centres or
  - Khadi Village Industries Commission or
  - Khadi & Village Industries Board or
  - Coir Board or National Small Industries Corporation or
  - Directorate of Handicrafts & Handloom or
  - Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
  - For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012.
- MSEs participating in tenders, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 in a situation where L1 price is from someone other than MSE & such MSE shall be allowed to supply at least 25% of total tendered value. In case there are more than one MSEs within such price band and agree to bring down their price to L1, the 25% quantity is to be distributed proportionately among these Bidders and the awarding of such contract is solely at the discretion of the bank.
- d) The Eligible MSEs who intend to match the L1 Price (ultimately decided by the Bank) shall indicate the willingness to match the L1 Price within 6 working days from the date of communication from the Bank to avail the purchase preference.

- When L1 price of a zone is from someone other than MSE and when more than one MSE has quoted within price band of L1 +15%, then lowest quote among the MSEs in the cluster will be given a chance to match L1 price within 6 (Six) days of communication. In Case, Lowest among MSE agrees and matched the L1 price, then 25% of the locations will be allocated to MSE.
- In case, lowest among MSE is not agreeing to match the L1 price, the next lowest among MSE will be given a chance to match the L1 price. This process of price matching exercise will continue till the last MSE in the cluster who has quoted within price band of L1+15%.
- In case, none of the MSE bidders who have quoted within price band of L1+15% agree to match the L1 price, it will be treated as MSE Purchase Preference is exercised by the bank, but not opted by MSE bidders.
- In case, when two or more MSE bidders have quoted the same price, then the bidder who has secured highest technical score will be first asked to match L1 Price.
- e) The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
- f) The details are available on web site <u>dcmsme.gov.in.</u> Interested vendors are requested to go through the same for details.

## 76. Start-up:

- Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
- As mentioned in Section-II of O.M. No.F.20/2/2014- PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in tender document.
- For availing the relaxations, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

Note: Start-up bidders will be RELAXATION only in case of turnover and prior experiences but subject to meeting of quality & technical specification.

# 77. Procurement through Local Suppliers (Make in India):

- Department for Promotion of Industry and Internal Trade under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 19/09/2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.
- All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.
- Indian Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

• Bidders have to refer <a href="https://dpiit.gov.in/public-">https://dpiit.gov.in/public-</a> procurements for complete guidelines and submit relevant certificate in compliance to Public Procurement (Preference to Make in India) order 2017.

## Annexure I

# Number of State wise AECs to be covered by successful bidder

S No.	States/UT	Tentative No. of
1	UTTAR PRADESH	AECs 394
2	WEST BENGAL	233
3	TAMILNADU (INCLUDING RRB)	188
4	BIHAR	123
5	ASSAM	95
6	MAHARASHTRA	73
7	ANDHRA PRADESH (INCLUDING RRB)	81
8	PUNJAB	51
9	NCT OF DELHI	38
10	JHARKHAND	33
11	TELANGANA	25
12	ODISHA	23
13	UTTARKHAND	21
14	HARYANA	20
15	KARNATAKA	22
16	MADHYA PRADESH	13
17	GUJARAT	8
18	NAGALAND, MANIPUR, PUDUCHERRY, MEGHALAYA, RAJASTHAN, CHANDIGARH (INCLUDING RRB)	31
19	TRIPURA, ARUNACHAL PRADESH, HIMACHAL PRADESH, GOA, JAMMU & KASHMIR, MIZORAM	10
	TOTAL	1283

<sup>\*</sup>Bank reserves the right to Add/Eliminate any location solely at its own discretion without giving reason or whatsoever. Further the number of Locations in each AEC may be reallocated solely at the discretion of the Bank basing on the requirements.

TECHNICAL BID FORM ANNEXURE II

# **BIDDERS PROFILE:**

1	Name of the Company
_	Address of Registered Office / Head
2	Office Control of the
3	Phone Number (with STD Code)
4	E-mail id
	Constitution
	(Public Ltd Co., / Pvt Ltd Co./ Trust/
5	Societies/proprietor)
6	Date of Establishment:
7	Name of Chief Executive:
8	Name of Contact Person and Phone No:
9	Line of Activity:
	Date from which the bidder is experienced
10	in similar type of activity
11	EPF Registration Number
12	ECL Degistration Number
12	ESI Registration Number
13	PAN Number of Company
14	GSTIN Number of Company
15	Total Number of Employees:
16	Committed role (Commitment) of the
	Bidder for the Proposed Project

Financial Background(Audited)	2022-23	2023-24	2024-25
Turnover			
Net Profit after TAX			
Total Assets			
Total Liabilities			
Net Worth			

Date: Signature of Authorized Official with Seal

55

# PARTICULARS OF REGIONAL / BRANCH OFFICES

- 1. Number of Offices:
- 2. Please furnish information about Offices in the following format:

City / State	Address	Name of Person In-charge and Phone No.	No. Of Qualified Support Personnel & their qualifications	Whether adequately trained Manpower, knowledge base & stock of spares available for support

# **REFERENCE LETTER**

List of Public Sector Banks, Regional Rural Bank, Scheduled Commercial banks, with whom AEC services have been offered and related references: (provide copies of such major contracts executed)

Name of the Bank/Institutions & contact details	Details of services offered	Equipment Supplied	Contact Person	Phone

Reference details of major contracts executed.

Attach (a) reference letters for these contracts only (b) copy of Purchase Orders for each of the model

### **TECHNICAL BID FORM**

#### Annexure V

# FINANCIAL POSITION OF THE BIDDER (Enclose copy of Audited statements)

(In Rs in Lakhs)

	2022-23	2023-24	2024-25
Audited (A)	(A)	(A)	(A)
Paid up Capital			
Net Worth			
Total Assets			
Total Sales (net of excise)			
PBDIT			
Profit after Tax			

Please attach annual reports / duly audited financial statements for the last three financial years.

- a) If the bidder is a Company, please confirm that the Memorandum and Articles of Association do not prohibit the AEC activity (also attach copies of Memorandum and Articles of Association).
- b) In case of a Company, please furnish data on share holding pattern, names of main promoters and names of Directors (Ultimate beneficial owner of the Company).
- c) Please furnish data required for getting report from CIBIL of the Company, promoters and Directors.

**TECHNICAL BID FORM** 

**Annexure VI** 

# STATEMENT OF TIE-UPS/ AGREEMENTS ENTERED FOR AEC PROJECTS.

S. No.	Project	Agency Name & Address	Experience of the Service Provider	Validity of tie-up or agreement

Note: Copy /Copies of un	nderstanding/tie-up/	agreement shoul	d be enclosed.
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## **Annexure VII**

## **TECHNICAL EVALUATION FORM**

# A. Technical Specification Compliance

# Item S.1.1. – Laptop/Desktop

Specification	Details	Complied (Yes/No)
Machine Form Factor	Laptop/Desktop	
Model	From Top 5 vendors as per latest IDC report	
CPU	2-GHz Dual Core or later	
Display	Minimum 14" HD Anti-Glare (16:9)	
Connectivity	Should have built-in support for Bluetooth 4.0, Wi- Fi (IEEE 802.11b/g/n) and Ethernet (10/1000 Base- T), blue tooth not required in case of laptop	
MEMORY	4-GB DDR3 or higher, SDRAM @1066MHZ expandable up to 8-GB with 1DIMM SLOT FREE	
Webcam	Built-in webcam with minimum High Definition 720p. Not required in case of laptop	
HDD	Minimum 500GB (or Higher) Hard Disk	
Input / Output Ports	One HDMI	
	One VGA. TWO in case of laptop	
	Dedicated Minimum 5 USB 2.0 port*	
	One Ethernet (RJ-45)	
Battery Backup	4 CELL or 6 CELL LITHIUM/0.5KVA UPS with 30 min backup time	
Chipset	Integrated with CPU or equivalent	
Graphics	Integrated Graphics	
Keyboard	Full Sized (Minimum 84 Keys) Windows compatible Spill- resistant keyboard	
Touchpad	Wide Touchpad below keyboard. Not required in case of laptop	
Preloaded OS	Windows 10 professional	
Microphones	At least one built in Mic. Not required in case of laptop	
ANTI-VIRUS	For End Point Security	

<sup>\*</sup>In case the laptop has less than 5 USB 2.0 ports, then a USB Hub with multiple USB connections (Enabling 5 devices plug-in through USB port) should be provided at no extra cost

# Item S.1.2. – Monitor

Specification	Details	Complied (Yes/No)
	Among the "Leaders" Quadrant in the India region in any	
OEM	of the previous two Quarters as published in IDC/	
Size	Gartner	
	/ Frost and Sullivan report for the	
	PC/Laptop/Monitors.	
Туре	LCD	
Resolution	1024 x 768 or above	

# Item S.1.3. - Multi Functional Device (MFD)

Specification	Details	Complied (Yes/No)
FUNCTION	PRINT COPY SCAN	
DUTY CYCLE IN PAGES	8000 PAGES	
PPM – BLACK (A4)	18 PPM	
Model	From Top 5 vendors as per latest IDC report	
RESOLUTION	600X600 DPI	
MEDIA USED	Ink tank for low cost running	
CUSTOM MEDIA SIZE	UPTO LEGAL	
STANDARD OPERATING SYSTEM SUPPORTED	Compatible with Windows 8, Windows 10 and earlier versions of Windows (XP, Vista) and Linux	
SCAN RESOLUTION	600X600 DPI OPTICAL	
BIT/COLOR DEPTH	24 BITS	
COPY SPEED BLACK	18 CPM	
COPY RESOLUTION	600 X 600 DPI	

# Item S.1.4 – Focus Light

Specification	Details	Complied (Yes/No)
Capacity	60W	
Accessories	Stand, 2Mrts Wire and on/off Switch near the operator	

# Item S.1.5 – Surge Protector Spike

Specification	Details	Complied (Yes/No)
General	6 Nos of 5A Sockets (4 Indian Style + International Style, Fuse, On/off Switch and ISO Mark)	

# Item S.2.1. – Iris Device Specification

(http://www.stqc.gov.in/sites/upload files/stqc/files/BDCS-03-08.pdf)

Specification	Stationary (mounted: wall, tripod or stand)	Hand-held	Hand-held with alignment aid	Complied (Yes/No)
Iris Diameter (In pixel)	> 210			
Spatial Resolution Pixel	> 60% @ 4.0 Lp/mm > 16 Pixels/mm			
Resolution # of simultaneous captured eyes <sup>4</sup>		2		

- 1. Stationary: Any capture process where the device is stationary and the subject is required to position and rest himself/herself
- 2. Hand-held: Operator operates and holds the camera and the subject is stationary.
- 3. Assignment aid: Camera has mechanical fixture of alignment. Optical viewfinder is not considered alignment aid.

Specification	Stationary (mounted: tripod or stand)	Hand-held	Hand-held alignment aid	Complied (Yes/No)
eyes <sup>4</sup>				
		1		
Viewfinder	External	Internal	External or Internal	
Capture distance	> 750 mm	> 50 mm	> 20 mm	
Capture	>	> 20x15x12mm	>	
volume	250x500x500mm		20x15x12mm	
(width/height/depth)				
Exposure time	< 15ms	< 33 ms	< 33 ms	
Imaging wavelength	700-900 nm			
Spectral Spread	Power in any 100nm band > 35% of total power  Progressive		tal power	
Scan type				
Image margins	Left & right: 0.50x iris iris diameter	diameter, Top &	bottom: 0.25x	
Pixel depth	> 8 bits/pixel			
Image evaluation frame rate	> 5 frames/sec, conti	nuous image capt	ure	
Capture mode	Auto capture with bu	ilt-in quality chec	k	
	(incorporates NIST			
	quality considerations	s)		
Sensor signal to noise ratio	> 36 DB			
Safety Standard	Exempt Group per IEC 62471:2006-07			
Standards	FCC Class A, RoHS			

- **4.** Considered simultaneous if second eye is captured within 2 seconds of first eye done without moving the device.
- 5. Total of only 1 USB port will be available for connectivity and power

Specification	Stationary tripod or stand)			Complied (YES/NO)
Software API	Device Compliant v API Specifications. Linux/Windows 64 ready certified by L	bit VDM	I Capture	

Item S.2.2 - Camera (http://www.stqc.gov.in/sites/upload files/stqc/files/BDCS-03-

Specification	Details	Complied (Yes/No)
Capture Mode	Plain live capture	
Image Quality	Full Frontal (0x01) as per ISO/IEC 19794-5	
Minimum Resolution	800 x 600	
Capture Mode	Manual Capture with Auto Focus and Auto Lighting Adjustment	
Sensor	>2 Mega Pixel Native	
Connectivity <sup>6</sup>	High Speed USB 2.0, USB-IF certified	
Lens	Fixed, SLR	
Power	Through USB/Independent PS/Lithium Ion preferred to AA/AAA batteries	
Mount	Tripod	
Operating Temperature	0 to 50 degree Celsius	
Humidity	10 – 90%	
Safety Standard	UL	
Software API	Compliant with latest UIDAI Device Capture API Specifications	
Durability / Shock	IP 54	

Note: Total of only 1 USB port shall be available for connectivity and power

Item S.2.3. – Finger Print Device Specification (http://www.stqc.gov.in/sites/upload\_files/stqc/files/BDCS-03-08.pdf\_\_)

Specification	Details	Complied (Yes/No)
Capture mode	Plain live scan capture	
Image	Setting level 31 or higher (Section 9.1 of	
Acquisition	Biometric Design	
Requirements	Standards for UID Applications V1.0)	
Image evaluation frame rate	> 3 frames/sec, continuous image	
	capture	
	Auto capture with built-in quality check	
Capture mode	(incorporates NIST quality considerations)	

Note: Total of only 1 USB port will be available for connectivity and power

Specification	Details	Complied (Yes/No)
Capture area Connectivity	> 76mm x 80mm USB 2, USB-IF certified	
Power	Through USB	
Dimension (W X H X D)	< 160mm x 160mm x 160mm	
Weight	Maximum 2.5 Kg.	
Operating temperature	0 – 50 C	
Humidity	10 – 90% non-condensing	
Durability / Shock	IP 54	
Standards	UL certified (if applicable). Meets ISO 19794-4:2005 Section 7 and Annex A certification requirements (IAFIS Appendix F certified).	
Software API	Compliant with latest UIDAI Device Capture API Specifications Linux/Windows 64 bit VDM ready certified by UIDAI	

Note: Total of only 1 USB port shall be available for connectivity and power

# Item S.2.4. – GPS Device

Specification	Details	Complied (Yes/No)
General	The GPS device should be certified by UIDAI as per GPS related OM 4(4)/57/122/2016/E&U-Pt  Note: List of approved GPS vendors are available in the UIDAI website, www.uidai.gov.in	
Accessories	With all necessary required cables and accessories to connect to the PC/Laptop	

<sup>\*</sup>Technical specifications should be followed as per the latest UIDAI guidelines, which are updated from time to time.

	Human Resource Requirements for Operators	Bidders Response YES/NO
а	The person should be of age 18 years and above.	
b	The person shall be minimum 10+2pass.	
С	The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.	
d	The person should preferably have prior experience of working in Aadhaar Enrolment Centre/program.	
e	The Person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.	
f	The mobile number should be updated / Registered in Personal Aadhaar of the Operator.	
g	The Person should have undergone training on the process of UID Enrolment and working of various equipment and devices used during Aadhaar enrolment. Organizing / Providing this training is the responsibility of the Bidder.	
h	The Person should have obtained certificate as Operator or Operator cum Supervisor from a testing and certifying agency authorized by UIDAI.	
i	The Person should have been activated, in accordance with UIDAI guidelines, prior to commencing enrolments. The Bidder is required to have a unique Operator ID for each, to activate them.	
j.	In case of Rural/Semi Urban locations, Operators shall be appointed from same pin code or nearby locations.	
k.	In case of Metro/Urban locations, all Operators shall be appointed from same Corporation/Municipal limit and shall on- board at least 50% female operators or nearby locations.	

Place	:
Date:	

#### **TECHNICAL BID FORM**

Annexure VIII

Date

#### **BIDDER'S UNDERTAKING LETTER**

From:

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

Dear Sir/Madam,

We, the undersigned, as Bidder, having examined the complete RFP document (along with its appendix/annexure), do hereby offer to produce, deliver, install, support and maintain the AEC (AADHAAR ENROLMENT CENTERS) KITS AND MANPOWER - OPEX UNDER UCL MODEL AT BANK BRANCHES in your Bank in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by us in the Commercial Bid or such other sums as may be agreed to between us.

We hereby agree to all the terms and conditions stipulated in the RFP except for the variations and deviations of requirements as mentioned by us in the Compliance Statement, submitted along with our Technical Proposal.

We agree to abide by our Offer for a period of 180 days from the date of last day of Bid submission and it shall remain binding on us for acceptance at any time before the expiration of this period.

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

We undertake, if our Bid is accepted, to provide Contract Performance Guarantee, ATS/AMC Performance Guarantee in the form and in the amounts and within the times stipulated in the RFP.

We undertake as a part of this contract for successful operation of the INDIAN BANK.

Moreover, we certify that:

- a) Prices in the Bid have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- b) The prices in the Bid have not been disclosed and will not be disclosed to any other Bidder of this RFP.
- c) We have not induced nor attempted to induce any other Bidder to submit or not submit

a bid for restricting competition
We certify that the information/data/particulars furnished in our RFP are factually correct. We also accept that in the event of any information/ data/ particulars proving to be incorrect, the Bank will have the right to disqualify us from the bid
We undertake to comply with the terms and conditions of the RFP. We understand that the Bank may reject any or all of the offers without assigning any reason whatsoever
Yours faithfully,
(Authorized Signatory) In the capacity of Duly authorized to sign the Bid for and on behalf of

# **NOTARIZED UNDERTAKING BY THE BIDDER**

(To be submitted on non-judicial stamp paper as per State Laws)

Date:

To: Indian Bank Banking Operations Department, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014
We(Bidder name), hereby undertake that-
<ul> <li>As on date of submission of tender, we are not blacklisted by any PSU Bank/ IBA/RBI/NPCI/UIDAI/IDRBT/NABARD or any Financial Institution in India.</li> </ul>
Neither we nor our promoters and directors are defaulters to any financial institutions in India.
<ul> <li>We also undertake that; we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to the Bank.</li> </ul>
We also undertake that we have not been discontinued by any Bank on account of non-performance /other technical reasons.
We are having an exposure of Rs. /- (Rupees only) with  Bank and as on date, the accounts of bidder/ promoters/ Directors/ company are standard.
Dated this day of
(Signature with date and seal) (In the capacity of) Duly authorized to sign the Bid with seal for and on behalf of (Name and address of the Bidder)

# NOTARIZED UNDERTAKING BY THE BIDDER

(To be submitted on non-judicial stamp paper as per State Laws)

		Date:			
To: The General Manager, Indian Bank Banking Operations Department, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014.					
We(Bi	idder name), hereby confirm that-				
Our Company is not owned or controlled by any Director or employee (or relatives) of Indian Bank.					
Dated this day ofPlace:	20				
(Signature with date and seal)					

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

(In the capacity of)

Bidder)

# Annexure-X

# Tender for Selection of Service Provider for AECs.

(to be provided on letter head of Bidder)

SUB: REQUEST FOR PROPOSAL FOR SUPPLY OF AEC (AADHAAR ENROLMENT CENTERS) KITS AND MANPOWER -OPEX UNDER UCL MODEL AT BANK BRANCHES.

Ref: Tender No:									
We M/s, have directly participated in the captioned bid and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.									
The following is	s the details of Share Holding struc	cture of our Company and our Parent Company:							
Bidder Name: Registered Address of the Bidder:									
Shareholding st	ructure of the Bidder as on 31.03.20	25							
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual							
Bidder's Parent Company &/ Owner/Beneficial Owner Name: Registered Address of the Bidder's Parent Company:  Shareholding structure of the Bidder's Parent Company as on 31.03.2025									
%age of	- -	Registered Address of the share							
shares held	_	holding company/Individual							
If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.									
	Signature of Authorized Signatory of Bidder  ace: Designation: Seal of Company:								

# Format of certificate from Public Sector Banks / Regional Rural Banks/Scheduled Commercial Banks in their letter head.

Indi Bar No.	254-260	eratio	nager, ons Departmer vai Shanmugan nnai 600014.		. Tetter neual				
Reg	: Aadha	ar E	NROLMENT C	ENTER S	SERVICES PROVIDED	BY (VENDOR	R NAME)		
Dea	ır Sir,								
1)	M/s have been associated with our Bank as AEC(Aadhaar ENROLMENT CENTERS) Service Provider since (Date) and they have been allottednumber of AECs. Of which the Active AECs (locations eligible for payment as per contract) for the month of July'25, Aug'25 & Sep'25 are, & respectively								
2)					ories covered by Ser	vice Providers. Pleas	e specify Name	es of	
3)	Avera	ge n		ents/U		during July'25, Au	g'25 & Sep'25	is	
4)	,&respectively.  4) M/s has invoiced total amount of Rupees (in words) for the Aadhaar enrolment/Updations services in last three financial years. The financial year wise details are given below.								
	Sl. N	Ю	Financial Year	r	Invoiced Value in R	S.			
	2		2022-23				-		
	3		2024-25				<u>-</u> 		
			Total						
5)								ds) Aadhaar ed AECs and	
	SI No	Fin	ancial Year	Total N	lo of allotted AFCs	Total No. of Enrolme	ents/Undations		
	1		22-23	Totalli	to or anotica / izes	Total No. of Elifolitic	erres, opautions		
	2		23-24						
	3	202	24-25						
		Tot	-						
6)	The Se	rvice	es provided b	y M/s _	is found to	be satisfactory.			
sul en	omitting	res	ponse to RF	P along		solely for the pur nents for the tendo Indian Bank.	•	for	
De Em	ame signatio iail ID: F mber:	n:	e						

#### **COMPLIANCE STATEMENT**

**Reg:** RFP for Empanelment of Service Provider for SUPPLY OF AEC (AADHAAR ENROLMENT CENTER) KITS AND MANPOWER -OPEX UNDER UCL MODEL AT BANK BRANCHES.

Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

Compliance	Description	Compliance (Yes/No)
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, Corrigendum etc. Stipulated by the Bank in this RFP.	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid)	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc., stipulated by the Bank in this RFP.	

And in case of non-compliance to the above we certify that except for the following deviations, we agree to abide by all other clauses, terms, conditions and specifications mentioned in the RFP.

Main RFP / Section	Clause / Sub Clause No.	Deviation	Specific Page no. of the Response

Place:
Date:

Signature of Authorized signatory with seal

Note: If there are no deviations the bidder has to give his response by writing 'NIL' in the second statement

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#### Annexure -XIII

# (to be submitted in Rs.100/- non-judicial Stamp Paper)

#### **Pre-Contract Integrity Pact**

# 1. GENERAL

1.1.	This pre-bid contract Agreement (herein after called the Integrity Pact) is made
	on day of the month of 20 , between, the Indian Bank, a body
	corporate constituted under Banking Companies (Acquisition and transfer of
	undertakings, Act 1970) having its Corporate Office at No. 254-260, Avvai Shanmugam
	Salai, Royapettah, Chennai – 600014.
	with branches spread over India and abroad (hereinafter referred to as BUYER which
	expression shall include its successors and assigns) acting through Shri.
	, Deputy General Manager, Banking Operations
	Department, Corporate Office, Chennai, representing Indian Bank, of the BUYER,
	of the FIRST PART
	AND
	M/srepresented by ShriChief Executive
	Officer/Authorized Signatory (hereinafter called the "BIDDER/SERVICE PROVIDER",
	which expression shall mean and include, unless the context otherwise
	requires, his successors and permitted assigns), of the SECOND PART

- 1.2. WHEREAS the BUYER proposes to SUPPLY OF AEC (AADHAAR ENROLMENT CENTRE) KITS AND MANPOWER OPEX UNDER UCL MODEL AT BANK BRANCHES and the BIDDER/SERVICE PROVIDER is willing to offer/has offered the services
- 1.3. WHEREAS the BIDDER/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.
- 1.4. WHERAS the BIDDER/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Services proposed to be engaged by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 15 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.
- 2. NOW, THEREFORE, the BUYER and the BIDDER/SERVICE PROVIDER agree to enter into this pre-contract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:
- **2.1.** Enabling the BUYER to engage the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enterinto this integrity Pact and agree as follows:

#### 3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following: -

- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the RPF process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SERVICE PROVIDER in comparison to the other BIDDER/SERVICE PROVIDERS.
- **3.3.** The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

# 4. <u>COMMITMENTS OF BIDDER/SERVICE PROVIDERS</u>

The BIDDER/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

**4.1.** The BIDDER/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 4.2. The BIDDER/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or for bearing to show favor or disfavor to any person in relation to the contract or any other contract with the BUYER.
- **4.3.** The BIDDER/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SERVICE PROVIDER is the authorized Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- **4.4.** The BIDDER/SERVICE PROVIDER, either while presenting the bid or during precontract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- **4.5.** The BIDDER/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- **4.6.** The BIDDER/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- **4.7.** The BIDDER/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- **4.8.** The BIDDER/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- **4.9.** The BIDDER/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

# 5. PREVIOUS TRANSGRESSION

5.1. The BIDDER/SERVICE PROVIDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Bank, Public Sector Enterprise/Undertaking in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

**5.2.** If the BIDDER/SERVICE PROVIDER makes incorrect statement on this subject, BIDDER/SERVICE PROVIDER can be disqualified from the tender/bid process or the contract, if already awarded, can be terminated for such reason.

### 6. EARNEST MONEY DEPOSIT/ (SECURITY DEPOSIT)

- **6.1.** Every BIDDER/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- **6.2.** The Earnest Money/Security Deposit shall be valid for a period till the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract, including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3. In the case of successful BIDDER/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- **6.4.** No interest shall be payable by the BUYER to the BIDDER/SERVIC E PROVIDER on Earnest Money/Security Deposit for the period of its currency.

# 7. SANCTIONS FOR VIOLATIONS

- **7.1.** Any breach of the provisions herein contained by the BIDDER/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required: -
  - To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SERVICE PROVIDER(s) would continue.
  - ii. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SERVICE PROVIDER.
  - iv. To recover all sums already paid by the BUYER and in case of the Indian BIDDER/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing MCLR of INDIAN BANK (Name of the Bank/Financial Institution) while in case of a BIDDER/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/Contractor from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warrantybond, if furnished by the BIDDER/SERVICE PROVIDER, in order to recover the payments already made by the BUYER, along with interest.
  - vi. To cancel all or any other contracts with the BIDDER /SERVICE PROVIDER and

the BIDDER/SELLER /CONTRACT OR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SERVICE PROVIDER.

- vii. To debar the BIDDER/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid in violation of this Pact by BIDDER/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SERVICE PROVIDER, the same shall not be opened.
- x. Forfeiture of the Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. The BIDDER/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from s u c h rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SERVICE PROVIDER.
- 7.2 The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the BIDDER/SELLER/CONTRACTOR. However, the BIDDER/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

# 8. FALL CLAUSE

The BIDDER/SERVICE PROVIDER undertakes that it has not provided similar services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar services was supplied by the BIDDER/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

# 9. INDEPENDENT EXTERNAL MONITORS

**9.1.** The BUYER has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in accordance with the recommendations and guidelines

issued by Central Vigilance Commission.

- **9.2.** The AEC of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- **9.3.** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- **9.4.** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitors shall on receipt of any complaint arising out oftendering process jointly examine such complaint, look into the records while conducting the investigation and submit their joint recommendations and views to the Management and Chief Executive of the BUYER. The MONITORS may also send their report directly to the CVO and the commission, in case of suspicion of serious irregularities.
- **9.5.** As soon as any event or incident of violation of this Pact is noticed by Monitors, or Monitors have reason to believe, a violation of this Pact, they will so inform the Management of the BUYER.
- **9.6.** The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project /Procurement documentation of the BUYER including that provided by the BIDDER/SERVICE PROVIDER. The BIDDER/SERVICE PROVIDER will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his documentation pertaining to the project for which the RFP/Tender is being /has been submitted by BIDDER/SERVICE PROVIDER. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractors with confidentiality.
  - **9.7.** The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an Impact on the contractual relations between the parties. The parties may offer to the Monitors the option to participate in such meetings.
  - **9.8.** The Monitors will submit a written report to the BUYER at the earliest from the date of reference or intimation to him by the BUYER/BIDDER/SERVICE PROVIDER and submit proposals for correcting problematic situations.

#### 10. FACILITATION OF INVESTIGATION

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

#### 11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction of the courts is Chennai

#### 12. OTHER LEGAL ACTIONS

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

13. VALIDIT	ГΥ
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13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SERVICEPROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

	•	Pact turn out to be invalid; the remainder of n case, the parties will strive to come to an as.	
14.	The parties hereby sign this Integrity Pact	at on	
	BUYER Name of the Officer Designation	BIDDER CHIEF EXECUTIVEOFFICER /AUTHORISED SIGNATOR	٦Y
	Witness:	Witness:	

#### NON DISCLOSURE AGREEMENT

(to be submitted in Rs. 100/- non-judicial Stamp Paper)

This Agreement made at	, on this	_ day of	202 <b>BETWEEN</b>		
	a company incorpora	ated under t	the Companies Act, 1956 having its		
registered office at	(here	einafter refer	rred to as "" which expression		
unless repugnant to the context or me	aning thereof be dee	med to includ	de its successors and assigns) of the		
ONE PART;					
AND					
INDIAN BANK, a body corporate cor	istituted under the	Banking Con	npanies (Acquisition & Transfer of		
Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah,					
Chennai - 600014 (hereinafter referred to as " <b>IB</b> " which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the <b>OTHER PART</b>					
•		• ,			
And are hereinafter individually referre parties which discloses or receives the	• •	-			
Party and Receiving Party.		•	,		

#### **WHEREAS:**

The Parties entered to a contract and established business relationship between them. In the course of such business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "the Purpose").

# 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 of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose. Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,
- c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or
- d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

# 2. Use of Confidential Information:

- a) 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.
- b) The bidder 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 its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction

- and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.
- c) The bidder shall not 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.

#### 3. Non-disclosure:

The Receiving Party shall not commercially use or disclose 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 have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. 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. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure

#### 4. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this 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.

## 5. Term:

This Agreement shall be effective from the date hereof and shall continue till termination of business relationship between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and 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, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the obligations of Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable without limit in time except and, until such information enters the public domain

#### 6. 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 now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

#### 7. 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, abstract, extracts, samples, notes 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.

#### 8. 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.

# 9. Entire Agreement, Amendment, Assignment:

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions 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 right granted hereunder shall be assignable or otherwise transferable.

# 10. Governing Law and Jurisdiction:

The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Chennai.

#### 11. General:

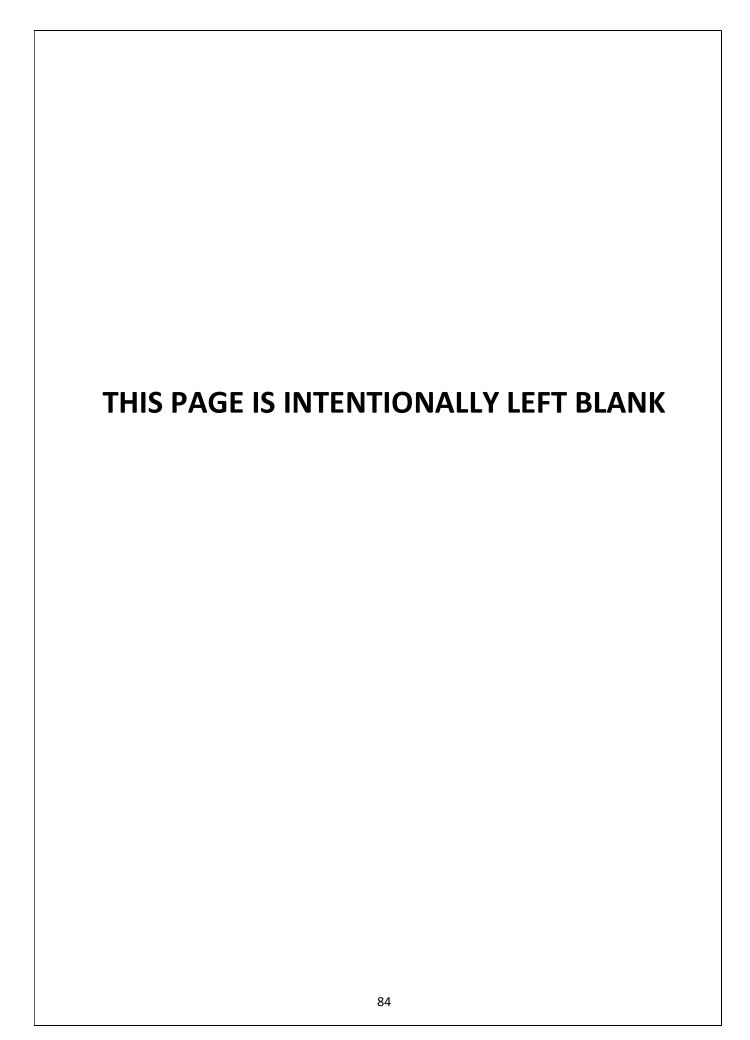
The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

# 12. Indemnity:

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.

IN WITNESS WHEREOF, the Parties hereto have executed these presents the day, month and year first

hereinabove written.	oncoured those pro-	 4,00
For and on behalf of		
Name of Authorized signatory: Designation:		



# **Annexure XV**

# Bank Guarantee Format for Earnest Money <u>Deposit</u>

To:
General Manager, Indian Bank Banking Operations Department, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014
WHEREAS  (Name of Tenderer) (hereinafter called "the Tenderer" has submitted its tender dated(Date) for the execution of (Name of Contract) (hereinafter called "the Tender" in favor of(herein after called Beneficiary; KNOW ALL MEN by these presents that we,(Name of the issuing Bank), a body corporate constituted under thehaving its Office atamongst others a branch / Office at(hereinafter called "the Bank" are bound unto the Beneficiary for the sum of Rs(Rupeesonly) for which payment well and truly to be made to the said beneficiary, the Bank binds itself, its successors and assigns by these presents;
The CONDITIONS of this obligation are:
<ul> <li>If the Tenderer withdraws its Tender during the period of Tender validity specified in the Tender or</li> <li>If the Tenderer having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity; <ol> <li>fails or refuses to execute the Agreement, if required; or</li> <li>fails or refuses to furnish the performance security, in accordance with clause of conditions of Contract.</li> </ol> </li> </ul>
We undertake to pay to the Beneficiary up to the above amount upon receipt of his first written demand without the Beneficiary having to substantiate his demand, provided that in his demand the Beneficiary will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
Notwithstanding anything contained herein
i) Our liability under this Bank Guarantee shall not exceed Rs. only)
ii) This Bank Guarantee is valid up to and

only if you ser	iii) We are liable to pay the guaranteed amount or any part thereof under this I only if you serve upon us a written claim or demand on or before guarantee as found under clause (ii) above plus claim period)				
Dated	day of	20			
(SIGNATURE & SEA	L OF THE BANK)				

#### **COMMERCIAL BID UNDERTAKING LETTER**

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

Dear Sir/Madam,

Sub: REQUEST FOR PROPOSAL FOR SUPPLY OF AEC (AADHAAR ENROLMENT CENTRES) KITS AND MANPOWER -OPEX UNDER UCL MODEL AT BANK BRANCHES.

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake to SUPPLY OF AEC (AADHAAR ENROLMENT CENTERS) KITS AND MANPOWER -OPEX UNDER UCL MODEL AT BANK BRANCHES and implement the solutions in accordance with the time schedule.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to prescribed amount in Purchase Order Price, placed on us, for the due performance of the Contract in the form prescribed by the Bank.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid which shall remain binding upon us.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and 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 namely "Prevention of Corruption Act 1988".

We understand th	nat you are	not bound t	to accept the	lowest or	any Bid you i	may receive.	Dated
this	Day of		.2025.				

(Signature)
(Name)
(in the capacity of)
Duly authorized to sign Bid for and on behalf of

			Annexure XVII					
	Commercial Bid – Bill of Material							
S No	Description	Maximum % of commission that the Bank is ready to offer	Rate (in %) quoted * Out of (A)					
		(A)	(B)					
1.	Percentage of commission that the Bidder is willing to receive from the Bank on total fees collected from Residents directly at the Bank branch for providing AEC services and income received from UIDAI for Aadhaar Generation and Mandatory Biometric Updates under UCL Model	100% (Inclusive of GST and other taxes)	(Inclusive of GST and other taxes)					

- a) Rate quoted includes supply of AEC hardware as specified in this RFP, maintenance of such supplied hardware and remuneration to Operators including terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which operators may be entitled, stationary and all expenses incidental to the operation at the AEC, connectivity charges, cost of consumables (printer paper, ribbons, cells) and any other charges mentioned in this RFP.
- b) Rate quoted also includes any penalty imposed by UIDAI/Bank/ any other regulatory Authority.
- c) Rate quoted will be inclusive of all taxes (including GST), duties, levies, insurance, installation charges, etc. applicable all over India. TDS will be deductible as per rules prevailing on the date of payment of applicable items.
- d) Rate quoted mentioned in the bid would remain valid for a period of three years and for the extended period, if mutually agreed to extend.
- e) A minimum average of 15 (enrolments/ updations per day)/ or any target given by UIDAI, whichever is higher should be achieved by the AEC Centers to be eligible for the commission.

Place:	(Signature of Authorized Signatory)
Date:	Name:

Designation: Seal

# **Annexure XVIII**

# **Format for Sending Pre-Bid Queries**

S. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query
1				
2				
3				
4				
5				

Signature with	Official seal
	Signature with

# **Authorization Letter Format**

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

Ref No:	Date:
General Manager, Indian Bank Banking Operations Department, No. 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600014	
Dear Sir/Madam,	
SUB: REQUEST FOR PROPOSAL FOR SUPPLY OF OPEX UNDER UCL MODEL AT BANK BRANCH	OF AEC (AADHAAR ENROLMENT CENTER) KITS AND MANPOWER
Ref: TENDER NO:	
This has reference to your above RFP.	
Mr./Miss/Mrs.  attend the bid opening of the above RFF organization.	is hereby authorized to on behalf of our
The specimen signature is attested below:	
Specimen Signature of Representative	
Signature of Authorizing Authority	
Name & Designation of Authorizing Authori	ty

90

NOTE: This Authorization letter is to be carried in person and shall not be placed inside

any of the bid covers.

#### **Annexure XX**

# **Proforma of Bank Guarantee for Contract Performance**

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To:

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

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Commercial Bank in India, in your favor, as per Clause of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as "the PERFORMANCE GUARANTEE)"

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE,

AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at and local office at ,India have agreed to issue the PERFORMANCE GUARANTEE, THEREFORE WE (Name of the issuing Bank) through our local office at India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs. (Rupees ) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof,

we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs\_ (Rupees\_\_\_\_\_) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to AEC you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims risen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part of or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs\_\_\_\_\_\_\_(Rupees\_\_\_) as aforesaid or extend the period of the guarantee beyond the said day of \_\_\_\_\_\_ unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore

given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwit	hstand	ing anythir	ng contain	ed her	ein						
a.	Our	liability	under	this	guarantee	shall	not	exceed	Rs.		
	(Rupe	es			onl	y)					
b.					0		nd;				
c.	We a	re liable to	pay the	guaran	teed amount	or any p	art the	ereof unde	r this g	guarante	e only
	and	only if you	ı serve u	pon u	s a written	claim o	r dema	and at C	hennai	on or	before
		tion period									
	•	•		_	claim period)						
				- p	,						
		-			nce Guarante Guarantee u	-		-			_
Dated 1	this			day of_			20	)24.			
For and	d on be	half of									
			BR∆NC⊢	ΙΜΔΝΙ	\GFR						
		S PLACE	_bitAivei	1 191/7(19/	CLIN						
	רסוורס	J I LACL									

# **LETTER FOR REFUND OF EMD**

(To be submitted by the unsuccessful bidders)

	(			
				Date:
	erations Department, J, Avvai Shanmugam Sala	ıi,		
We	(Company Nam	ne) had participated in	the Request for Propos	al (RFP) for Selection
	Provider for SUPPLY OF A	AEC (AADHAAR ENROL	MENT CENTER) KITS AN	D MANPOWER -OPEX
UNDER UCL	MODEL AT BANK BRANC	CHES under Rate Contr	act and we are an unsuc	ccessful bidder.
Kindly refun	d the EMD submitted for	participation. Details o	f EMD submitted are as	follows
Sr. No.	Bidder Name	BG Number	Drawn on (Bank Name)	Amount (Rs)
Signature				
Name of the Company Se	e signatory Designation cal.			

# **Know Your Employee (KYE)**

(To be submitted by all bidders on their letter head)

To,

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

#### UNDERTAKING

	ON ELIT MINING	
1)	We(Name of the company) hereby confirm that all to (both on-site and off-site) deployed/to be deployed on Bank 's project for of the RFP) have undergone KYE (Know Your Employee) process and requisite been performed prior to employment of said employees as per our policy.	<u>(</u> Name
2)	We further undertake and agree to save defend and keep harmless and indemnified against all loss, cost, damages, claim penalties expenses, legal liability because compliance of KYE and of misconduct of the employee deployed by us to the Bank.	
3)	We further agree to submit the required supporting documents which Bank may a police verification report, ID card copy, etc. to Bank before deploying offi premises for(Name of the RFP).	
Signatu	ure of Competent Authority with company seal	
/ Orgar	of Competent Authority Company and Company / Organization	
	of Authorized Representativeation of Authorized Representative	
Signatu	ure of Authorized Representative	
Verified	d above signature	
Signatu	ure of Competent Authority	
Date _		