Transformation Management Department
Indian Bank, Head Office
No.66, Rajaji Salai, Chennai – 600 001
Email: digitizationcell@indianbank.bank.in
Website: https://www.indianbank.bank.in

Ref: GEM/2026/B/7972585 Date: 28/08/2026

Request for Proposal
for
Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank.

RFP Reference No.	GEM/2026/B/7972585
RFP Issuance Date	28/08/2026
Last Date of request for Queries/ Clarifications	02/09/2026 by 05:00 PM
Date and time of Pre-Bid Meeting	03/09/2026 at 03:00 PM
Last Date for receipt of bids	28/09/2026 by 03:00 PM
Date and time of opening Technical bids	28/09/2026 at 03:30 PM

Issued by:

TMO Department,
6th Floor, Indian Bank Head Office,
66 - Rajaji Salai, Chennai - 600001

Email: digitizationcell@indianbank.bank.in
Website: https://www.indianbank.bank.in

Ref: GEM/2026/B/7972585 Date: 28/08/2026

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SCHEDULE [A]:

Important Dates and Information on RFP Submission

RFP Reference No.	GEM/2026/B/7972585
RFP Issuance Date	28/08/2026
Last Date of request for Queries/ Clarifications	02/09/2026 by 05:00 PM
Date and time of Pre-Bid Meeting	03/09/2026 at 03:00 PM
Last Date for receipt of bids	28/09/2026 by 03:00 PM
Date and time of opening Technical bids	28/09/2026 at 03:30 PM

S. No	Particulars	Timeline
1	Issuance Date of RFP	**28/08/2026**
2	Last Date of request for Queries / Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	**02/09/2026 by 05:00 PM** Format for clarification is enclosed as Annexure-IX
3	Pre-bid Meeting Date and Venue Details	**03/09/2026 03:00 PM** through physical / virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details to **digitizationcell@indianbank.bank.in** on or before **02/09/2026.** Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	Last Date of Submission / Closing Date in Online & Offline Mode (Last Date of Submission of RFP Response)	**28/09/2026 03:00 PM** for both online bid and offline document submissions. For Offline submission of documents listed in Sl. No. 9 below, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Deputy General Manager, TMO/ Digitization cell,

		6th Floor, Indian Bank, Head Office, 66 Rajaji Salai, Chennai – 600001
5	Eligibility cum Technical Bid Opening Date	**28/09/2026 03:30 PM**
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in para 8.1 of Section II of this RFP	Shall be intimated separately by the Bank through email.
7	Opening of Commercial Bids	The commercial bids will be opened for those Bidders who qualify in both eligibility and technical evaluation.
8	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal. The documents listed below in Sl.No 9 only to be submitted in offline physical mode.
9	Documents to be submitted physically by Bidders (Offline Mode)	1. Bid Security (EMD) for Rs.25,00,000/- (Rs. Twenty-Five Lakh only) to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalized/ scheduled commercial Bank located in India (other than Indian Bank) in favour of "Indian Bank" payable at Chennai. BG should be valid for 45 days after the period of the bid validity (in the format provided at Annexure XIII) (or) Fund transfer to be made in the account as detailed below: Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour 2. Pre-Contract Integrity Pact
10	RFP Coordinator	Shri. Vinodh V Deputy General Manager, TMO/ Digitization cell, 6th Floor, Indian Bank, Head Office, 66 Rajaji Salai, Chennai – 600001 Email: digitizationcell@indianbank.bank.in

The RFP document can also be downloaded from:

Bank's website: www.indianbank.bank.in

And

Government e-Market Place (GeM) portal.

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

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

2. Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in online mode only through Government e- Market Place (GeM) portal along with physical submission of certain documents at designated office as mentioned in Point No. 9 of Schedule [A] (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP (as per Part-II of Section-V) along with the technical bid on the e-procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be called for opening of commercial bids.

   I. Bidders should enroll/ register themselves on Government e- Market Place (GeM) portal before participating in bidding. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this RFP, any document sent by any other mode will not be accepted.

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

   III. The price quoted should be unconditional and should not contain any string attached thereto. Bids, that do not conform to the eligibility criteria and terms & condition, will be liable for rejection.

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

4. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are subject to change upon prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by:

Deputy General Manager,
TMO/ Digitization cell,
6th Floor, Indian Bank, Head Office,
66 Rajaji Salai, Chennai – 600001.

SCHEDULE [B]

Glossary of terms

1. The following terms are used in the document interchangeably to mean:

   I. Bank refers to "Indian Bank (IB)", including its Branches, Administrative offices, processing centres / HUBS, cells and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks).

   II. Recipient, Respondent, Consultant, Consultancy firms, Bidder, Applicant means the respondent to the RFP document.

   III. RFP means the "Request for Proposal" document.

   IV. Proposal, Bid means "Response to the RFP Document".

   V. Tender means the RFP response documents prepared by the Bidder and submitted to "Indian Bank".

   VI. Selected bidder and the Bank shall be individually referred to as "party" and collectively as "parties". The terms Successful bidder and the Bank are also referred to as Supplier / Service provider and Purchaser respectively.

   VII. The terms "Bid" and "Quote / Quotation" bear the same meaning in this RFP.

   VIII. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.

   IX. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

2. Other Terms and abbreviations:

S. No	Terms used in the RFP	Terms and abbreviations
1	IB	Indian Bank
2	RBI	Reserve Bank of India
3	AI	Artificial Intelligence
4	GenAI	Generative Artificial Intelligence
5	ML	Machine Learning
6	LLM	Large Language Model
7	RAG	Retrieval-Augmented Generation
8	CoE	Centre of Excellence

S. No	Terms used in the RFP	Terms and abbreviations
9	MLOps	Machine Learning Operations
10	LLMOps	Large Language Model Operations
11	PoC	Proof of Concept
12	DPDP	Digital Personal Data Protection (Act)
13	FREE-AI	Framework for Responsible and Ethical Enablement of Artificial Intelligence
14	CERT-In	Indian Computer Emergency Response Team
15	API	Application Programming Interface
16	VAPT	Vulnerability Assessment and Penetration Testing
17	EMD	Earnest Money Deposit
18	PBG	Performance Bank Guarantee
19	SLA	Service Level Agreement
20	NDA	Non-Disclosure Agreement
21	AMC	Annual Maintenance Contract
22	QCBS	Quality and Cost Based Selection
23	GeM	Government e-Marketplace
24	ROI	Return on Investment
25	KPI	Key Performance Indicator

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

Confidentiality:

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

SCHEDULE [C]

DISCLAIMER

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

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

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the bidders or any of their respective officers/ employees or published in the Bank's website and/ or on GeM portal. It is also understood and agreed by the Bidder/s that the 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 may, in its absolute discretion and without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's website and GeM portal and it will become part and parcel of the RFP.

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

SCHEDULE [D]

GENERAL INFORMATION

Indian Bank (hereinafter called the "Bank") is floating Request for Proposal (RFP) for identification of a Bidder (Service Provider) for "Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank".

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

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

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

The RFP document can be downloaded from GeM portal or from the Bank's website www.indianbank.bank.in.

SCHEDULE [E]

OVERVIEW OF INDIAN BANK

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

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

The Bank has subsidiaries viz., IndBank Global Support Services Ltd and IndBank Merchant Banking Services Ltd. Also, it has joint venture viz. Universal Sompo General Insurance Company Ltd.

The Bank sponsors Regional Rural Banks - Tamil Nadu Grama Bank; headquartered at Salem (Tamil Nadu) and Puduvai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

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

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

VISION:

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

MISSION:

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

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

Technology Environment:

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

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

SECTION – I

REQUEST FOR PROPOSAL (RFP)

The Bank is interested in floating RFP for Engaging AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank.

The Bank will follow two-bid system. **Part-I** of the bid contains compliance details of the specifications for which the quotation is called for. The Bidders should enroll / register themselves on GeM portal before participating in bidding. **Except for the documents required to be submitted in physical form to the Bank**, **Bids have to be submitted online only through GeM portal**. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. The **Commercial Bid (Section V - Part-II)** will be submitted separately along with the bid document.

Interested eligible bidders may submit their quotation for carrying out the above mentioned objectives, as specified in Section V - Part-I, as per the following procedure:

1. Bidders should Apply through GeM Portal only. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Bid Documents submitted/sent by any other mode will not be accepted.

2. **Part-I** contains compliance details of the specifications for which Bid is called for. No column shall be left blank or altered.

3. **Part-II** - Commercial along with price break up details to be submitted separately along with the bid documentation (Closed bidding process). After technical evaluation, intimation will be given to all qualifying bidders about the date and time of opening of commercial bids.

4. Part-I (as per Section-V - Technical and Functional Requirements) and Part-II (as per Section-V - commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the bidder company/ firm on every page. The bidders also need to submit necessary documents physically through offline mode to the address mentioned in the RFP. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bids will be liable for rejection. The price quoted in the Commercial bid should be unconditional, unqualified and should not contain any strings attached thereto. The bids which do not conform to our specifications will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

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

6. **MAKE IN INDIA**
   This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017 PP(BE-II) dated June 04, 2020, revision order no. P-45021/2/2017-PP (B.E.- II) dated 16th Sept 2020 and subsequent amendment No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.I1 dated 19.07.2024 & its amendment/s (if any).

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

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

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

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

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

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

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

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

"Beneficial owner" will be as under:

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

Explanation:

a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or share-holders' agreements or voting agreements;

II. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

III. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

IV. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

V. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

9. Please note that

I. The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.

II. Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.

III. The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.

IV. All pages of the Bid document, Clarifications/Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.

V. The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

VI. Nothing in this RFP shall obligate either Party to enter into any further Agreements.

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

SECTION – II

INSTRUCTIONS TO BIDDERS

1. Introduction

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

2. Pre-Bid Meeting

a. A pre-bid meeting is scheduled to be held through physical/ Video Conference/ WebEx on **03/09/2026**. The Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
c. The Bidder is requested to submit any queries / clarifications to the Bank at the following email id on or before **02/09/2026 by 05:00 PM.**

Email ID: digitizationcell@indianbank.bank.in

The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendments to the bid document, if any, will be ported in the Bank website https://www.indianbank.bank.in and in the GeM portal and will be intimated via e-mail to the bidders who have raised queries.

3. Amendment of bidding documents

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

4. Technical Bid

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

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

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

5. Commercial Bid

1. The Bank will open commercial bid after evaluation of Technical Bid and a notice will be given to the technically qualified bidders.
2. The calling for quote does not confer any right on the bidder for being awarded any purchase order.

6. Clarification of Bids

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

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

7. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD / Fund Transfer / Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (Annexure-XIII) for a sum of Rs.25,00,000/- (Rs. Twenty-Five Lakh only) in favour of “Indian Bank” payable at Chennai. BG should be valid for 45 days after the period of the bid validity. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders. In case of fund transfer, bid security amount is to be remitted to following account:

Account No.: 743848138
Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II
IFSC Code: IDIB000H003

Branch: Harbour

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

THE CONDITIONS of this obligation are:

I. If the Bidder
   a. withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
   b. does not accept the correction of errors in accordance with the terms of RFP; or

II. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:
   a. fails or refuses to execute the Contract Form, if required; or
   b. fails or refuses to furnish the performance security, in accordance with the terms of RFP.

8. Evaluation Criteria

Bid evaluation methodology that Indian Bank is adopting is given below:

a) 70:30 Techno-Commercial scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Requirements will be given 70% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Commercial Cost will be given 30% weightage and shall be called Weighted Commercial Score (WCS).

b) Scoring in the Technical Evaluation: The Bidders, who comply with Bank's eligibility criteria and other terms and clauses of the RFP document as explained in the bid document, will be shortlisted for technical evaluation. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Requirements. The Bidders themselves will not fill-in any score in Technical Requirements. Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.

c) After scrutiny of the Technical Bid document and supporting documents, and responses to various Technical Evaluation points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks in the Matrix scored by the bidder will be called Technical Score.

d) The marks obtained in Technical Evaluation will be given a weightage of 70% which will be termed as "***Weighted Technical Score***" (WTS) and shall be arrived at as under:

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

T: Technical score of the respective bidder

T1: Highest technical score of all qualified bidders

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

For Example: If there are two bidder's "A" and "B" who score 75 and 90 marks respectively, out of the total 100 marks in technical evaluation, their "WTS" would be as under:

Bidder "A" = 75 / 90 x 70 = 58.33 marks, Bidder "B" = 90 / 90 x 70 = 70 marks

e) In the second phase of evaluation, the Commercial Bids of those bidders, whose technical bids have been short-listed and who have qualified in technical evaluation as explained above after scoring of Techno Evaluation, will be opened. After opening of Commercial Bids, commercial evaluation & verification of the commercial bids will be done by the Bank.

f) For the final evaluation, total cost of ownership (TCO) quoted by the bidder will be given 30% weightage using the formula, given below as part of Techno-Commercial Evaluation Process:

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

L1: Lowest price of all qualified bidders

C: Commercial bid of the respective bidder

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

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

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

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

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

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

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

h) All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of technical competence and the price quoted. The Technical Evaluation and the Commercial Evaluation shall have the weightage of 70% and 30% respectively and this weightage shall be taken into consideration for arriving at the Successful Bidder.

The proposals will be evaluated in three stages.

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

8.1 Eligibility Criteria

The general eligibility criteria are as follows:

S. No	Eligibility criteria	Documents to be submitted
1	The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India as on RFP issuance date, registered with GSTN and the bidder must be in **business of consultancy services for at least 5 years** as on date of RFP.	I. GST registration certificate and Certificate of Incorporation issued by Registrar of Companies/ Partnership Deed. II. Copy of Purchase order(s)/ work order(s)/ satisfactory documentary proof evidencing consultancy assignments issued at least five or more years, prior to the RFP issuance date.

2	The bidder must have a minimum average annual turnover **of Rs.100 crores** during the last three audited financial years, through Indian Operations. The net worth of the Bidder firm I. should not be negative as on 31st March of the latest audited financial year and also II. should not have eroded by more than 30% (thirty percent) in the last three years.	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for the last three audited financial years.
3	The bidder should have provided minimum one consultancy service with minimum project duration of 6 months to at least one Scheduled Commercial Bank in India, having business mix of **₹1,00,000 Crore** at the time of business engagement as on 31.03.2026, in any of the following areas: • Digital transformation/ Business process transformation • AI & ML/ ML Ops/ Advanced Data Analytics related projects • Digital transformation/ business process transformation leveraging AI/ GenAI/ Agentic AI • AI Governance/ Public Cloud strategy/ Public Cloud Implementation/ AI in Public cloud.	Purchase order/ Work order/ satisfactory documentary proof clearly establishing the beneficiary institutions' identity, duration and scope of engagement.
4	The Bidder should not have been blacklisted by any Government Dept. / PSUs/ BFSI etc. on the date of RFP.	A Self- Declaration to be furnished by the Bidder on the company's letterhead duly signed and stamped by authorized signatory.

	In case the bidder had been blacklisted by any of the above type of institutions earlier, the same must be removed on the date of submission of the tender, otherwise bid would not be considered.	
5	The bidder should not be insolvent, in receivership, Bankrupt, or being wound up status on the date of issuance of RFP.	A Self- Declaration to be furnished by the Bidder on the company's letterhead duly signed and stamped by authorized signatory.
6	The Bidder should neither have failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms.	A Self- Declaration to be furnished by the Bidder on the company's letterhead duly signed and stamped by authorized signatory.
7	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self- Declaration to be furnished by the Bidder on the company's letterhead duly signed and stamped by authorized signatory.

Note:

- Bidders must submit their responses with clear and comprehensive documentary evidence, including client communications, fully substantiating the claimed experience for each eligibility criterion. Client communications must explicitly state the project scope, key deliverables, timelines, and an assessment of satisfactory completion or ongoing progress. These communications may reference a corresponding contract or purchase order (PO) etc. **Crucially, all submitted documentation must be interconnected and verifiable, allowing the Bank to directly trace the claimed experience back to supporting contracts, POs, or other official project documentation.** Generic or unsubstantiated claims, or client communications that cannot be directly linked to verifiable project documentation, will not be considered for evaluation. Proposals from Bidders who do not fully satisfy all eligibility criteria, as stated, will be summarily rejected.

- The bidder's involvement in the referenced projects must be as a direct service provider, not as a staffing agency or subcontractor.
- Bidder should provide an undertaking that there is no conflict of interest whatsoever with ongoing projects of the Bank.
- All declarations/citations must be duly **sealed and signed by the authorized signatory of the bidder**.
- The Bank will examine the bid to determine that it is complete in all aspect, duly authenticated by the bidder and fulfilling the requirements stated in the bid document.
- The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. The quote shall conform to all the terms and conditions of the bid documents without material deviations.

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

8.2 Technical Evaluation Criteria

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

S. No	Evaluation Criteria	Scoring Criteria	Mark	Max. Marks
1.	Bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 and providing consultancy services.	>5 – 7 years	7	**15**
		> 7 - 9 years	12	
		> 9 years	15	
2.	The bidder should have been engaged for consultancy/ implementation services in one or more areas of **digital transformation/ business process transformation leveraging AI/ GenAI/**	For each engagement in Banking Sector	5	**25**

	Agentic AI for BFSI Sector in India as on 31.03.2026. A copy of Purchase order(s)/ work order(s)/ satisfactory documentary proof for each assignment is to be furnished by the bidder.	For each engagement in Financial Services Sector	4	
		For each engagement in Insurance Sector	3	
3.	The bidder should have provided consultancy services with minimum project duration of 6 months to BFSI organizations in India, having business mix of **₹1,00,000 Crore** at the time of business engagement as on 31.03.2026 in any of the following areas: a. Digital transformation/ Business process transformation	a. For each engagement - 2.5 marks	a. Max. of 5 marks	**20**
	b. AI & ML/ ML Ops/ Advanced Data Analytics related projects	b. For each engagement - 2.5 marks	b. Max. of 5 marks	
	c. Digital transformation/ business process transformation leveraging AI/ GenAI/ Agentic AI	c. For each engagement - 2.5 marks	c. Max. of 5 marks	
	d. AI Governance/ Public Cloud strategy/ Public Cloud Implementation/ AI in Public cloud. A copy of Purchase order(s)/ work order(s)/ satisfactory documentary proof for each assignment is to be furnished by the bidder. Each assignment will be considered under one category only and will not be scored across multiple categories.	d. For each engagement - 2.5 marks	d. Max. of 5 marks	
4.	Total No. of **Skilled Resources** having specialized expertise in Artificial Intelligence (AI)/ Machine Learning (ML)/ Advanced Data Analytics/ Generative AI/ Agentic AI/ Business	25 to 50 Employees	6	**10**
		51 to 75 Employees	8	

	Process Transformation/ Enterprise Architecture/ Cloud Technologies in India as on date of RFP Documentary proof satisfying the criteria should be submitted by the bidder.	>75 Employees	10	
5.	Approach & Methodology, Action Plan and Presentation of the bidder scored as below: 1 Proposed Team mix with skill set (5 marks) 2 Understanding the Scope of engagement and Key challenges (5 marks) 3 Approach methodology for use case identification and Implementation roadmap (5 marks) 4 Approach methodology of Business process re-engineering/ skill set training/ driving change management (5 marks) 5 Understanding of AI Governance framework in compliance to regulatory guidelines (5 marks) 6 Detailed project plan with milestones and timeframe for completion of different activities of the project (5 marks)	Methodology, Action Plan & Presentation		**30**
Total		**100**		

Note:

- Bidders must submit their responses with clear and comprehensive documentary evidence, including client communications, fully substantiating the claimed experience for each eligibility criterion. Client communications must explicitly state the project scope, key deliverables, timelines, and an assessment of satisfactory completion or ongoing progress. These communications may reference a corresponding contract or purchase order (PO) etc. **Crucially, all submitted documentation must be interconnected and verifiable, allowing the Bank to directly trace the claimed experience back to supporting contracts, POs, or other official project documentation.** Generic or unsubstantiated claims, or client communications that cannot be directly linked to verifiable project documentation, will not be considered for evaluation. Proposals from Bidders who do not fully satisfy all eligibility criteria, as stated, will be summarily rejected.

- Bidders scoring a minimum of **60 out of 100 marks** in the technical evaluation shall only be considered for commercial bid opening.

- All claims must be substantiated with verifiable documentation, demonstrating clear interconnectivity between submitted materials. Client communications, contracts, POs, and other supporting documents should be cross-referenced and traceable, enabling direct validation of experience and project details. Unsubstantiated or unlinked claims will be rejected.

- The bidder's involvement in the referenced projects must be as a direct service provider, not as a staffing agency or subcontractor.

- Bidders may provide client satisfactory letter or emails from the client (preferably from the concerned business/ vertical head) in support of the prior experience submitted as part of the bid, wherever applicable. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of above criteria, should be highlighted.

Technical Evaluation

Technically qualified bidders alone will be intimated for opening of commercial bids to identify successful bidder and the evaluation will consider the following factors:

1. The Technical Bid should not contain any price information (with Prices masked). Any deviations from the Bill of Material / non-submission of prices in the commercial bid as per the format shall make the bid liable for rejection.

2. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.

3. In case there is a variation between figure and words, the value mentioned in words will be considered.

Note:

1. The highest technical bidder may not automatically qualify for becoming successful bidder and for award of contract by the bank.

2. The Successful Bidder shall be the first ranked Bidder (having the highest combined score). The final decision on the successful bidder will be taken by the bank. The implementation of the project will commence upon acceptance of purchase order by the successful bidder.

3. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial prices quoted.

4. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.

5. The bank will calculate the scores up to two decimal points only. If the third decimal point is greater than 0.005, then the same shall be scaled up else, it shall be scaled down to arrive at two decimal points.

6. The scores of the bidders based on technical evaluation will be shared / communicated to the bidders before the opening of the commercial bids.

8.3 Commercial Evaluation

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

9. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons.
Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process and without re-issuing the RFP. Each party shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, subsequent presentations, demos, and any other meetings during the process.

10. Liabilities of the Bank

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

11. Bid and Proposal Ownership

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

SECTION – III

Broad Scope of Work for Engagement of Consultant for Enterprise Artificial Intelligence Implementation in the Bank

1. Introduction / Background

Indian Bank is embarking on an enterprise-wide Artificial Intelligence (AI) initiative to leverage Artificial Intelligence (AI), Generative AI (GenAI), Agentic AI, Machine Learning (ML), Advanced Analytics and Intelligent Automation to enhance customer experience, improve operational efficiency, strengthen risk management, enable data-driven decision-making and drive business growth.

The Bank intends to adopt a structured, scalable, secure and governance-driven approach towards enterprise AI adoption aligned with its business strategy, technology landscape, regulatory requirements and risk management framework.

Accordingly, Indian Bank invites proposals from experienced AI consulting firms for providing end-to-end consulting services to define the Bank's Enterprise AI Strategy and Implementation Roadmap. The selected consultant shall serve as the Bank's strategic, functional, technical and governance advisor for designing a comprehensive AI transformation programme.

The scope of the engagement shall include:

a) Assessment of the Bank's current AI, data, technology, digital, analytics and organisational capabilities.

b) Development of an Enterprise AI Strategy aligned with the Bank's business objectives and digital transformation initiatives.

c) Identification, evaluation, prioritisation and business case preparation for high-value AI use cases, GenAI and Agentic AI use cases across business, operational, control and support functions.

d) Definition of an Enterprise AI Governance Framework covering policy, ethics, responsible AI, model governance, risk management, regulatory compliance, security, privacy and lifecycle management.

e) Design of the Enterprise AI Target Architecture encompassing data, AI platforms, Large Language Models (LLMs), vector databases, MLOps, LLMOps, Agentic AI framework, integration architecture, infrastructure and security controls.

f) Definition of the operating model, organisational structure, roles and responsibilities for establishing an Enterprise AI Centre of Excellence (AI CoE).

g) Preparation of a phased implementation roadmap with prioritised initiatives, technology adoption plan, investment estimates, resource requirements, operating model and measurable business outcomes.

h) Development of an AI adoption, change management, capability-building and enterprise-wide enablement strategy.

The engagement is expected to provide the Bank with a practical, implementation-ready blueprint that enables secure, scalable and responsible adoption of AI technologies while ensuring compliance with applicable regulatory guidelines and industry best practices. The outcome of this engagement shall form the foundation for the Bank's long-term Enterprise AI transformation programme and subsequent implementation initiatives.

2. Broad Scope of Work

2.1 AI Strategy

The AI Consultant shall establish the Bank's current-state AI readiness baseline and define the Enterprise AI Vision and Mission, strategic objectives, guiding principles and value themes that shall govern enterprise-wide adoption of Artificial Intelligence (AI), Generative AI (GenAI), Agentic AI, Machine Learning (ML), Advanced Analytics and Intelligent Automation. The scope shall include, but not be limited to, the following:

A. Current-State AI Readiness Baseline

- Review the Bank's strategic priorities, business objectives, digital transformation initiatives, business processes, customer journeys, operational challenges and AI adoption opportunities across business and support functions.

- Assess the Bank's current AI maturity, including existing AI, ML, Advanced Analytics, GenAI, Intelligent Automation and Agentic AI initiatives, models in production, organizational readiness and capability-building requirements.

- Review the existing governance mechanisms, information security framework, cyber security controls, privacy practices, model risk management processes, regulatory compliance obligations and control considerations relevant to AI workloads.

- Identify capability gaps, constraints, assumptions, dependencies, risks and critical success factors impacting enterprise AI adoption and implementation.

- Develop an overall AI Readiness Assessment highlighting the Bank's current maturity, EASE 9.0 reforms, target maturity and key recommendations that shall form the baseline for the Enterprise AI Strategy, governance framework, architecture, data, infrastructure and implementation roadmap.

B. Enterprise AI Vision, Mission and Strategic Objectives

- Define the Bank's Enterprise AI Vision and Mission statements, aligned with the Bank's corporate strategy, business plan, digital transformation agenda and customer-service objectives.
- Define the strategic objectives, priority business and functional themes, value pools and measurable outcomes expected from enterprise AI adoption.
- Define the AI adoption principles, Responsible AI principles, risk appetite and guardrails for the use of AI, GenAI and Agentic AI within the Bank.
- Define the target operating model direction, including the degree of centralization, build-buy-partner posture and sourcing philosophy for AI capabilities.
- Ensure alignment of the strategy with applicable regulatory and statutory requirements, including the RBI FREE-AI framework, RBI draft guidelines on model risk management, the Digital Personal Data Protection (DPDP) Act, 2023, CERT-In directions and applicable RBI guidelines on outsourcing, information technology and cyber security.
- Define the indicative investment areas, funding approach, cost-benefit considerations and North Star metrics for tracking realization of the AI vision.

C. Use Case Identification and Implementation Roadmap

The AI Consultant shall identify, evaluate and prioritise AI, GenAI and Agentic AI opportunities across the Bank and translate the prioritised portfolio into a phased, investment-linked enterprise implementation roadmap. The scope shall include, but not be limited to, the following:

- Conduct structured discussions, workshops and stakeholder consultations with business and functional units, including retail banking, MSME, corporate and wholesale banking, agriculture and priority sector, treasury, trade finance, digital channels, credit underwriting, collections and recovery, fraud risk management, AML and financial crime compliance, operations, customer service, finance, risk, compliance and internal audit.
- Develop a consolidated enterprise AI Use Case Library covering AI, GenAI, Agentic AI, ML, Advanced Analytics and Intelligent Automation opportunities, including relevant industry and peer-bank use cases.
- Define an objective and transparent use-case prioritization framework covering business, technology, operational, data, risk and governance dimensions.

- Apply the framework to evaluate, score and prioritize the identified use cases along with the rationale for prioritization and recommended implementation sequencing.
- Perform high-level feasibility assessment for prioritized use cases covering business value, investment requirements, expected benefits, payback period, implementation complexity, risk, data dependencies and time-to-value.
- Map the prioritized use cases to the common enterprise capabilities required for scalable AI adoption, including data access, model development and management, orchestration, integration, security, privacy, observability, human oversight and third-party ecosystem requirements, and prepare a capability-to-use-case heat map.
- Prepare indicative business cases for prioritized use cases, including cost estimates, benefit quantification, Return on Investment (ROI) and benefits realization measures.
- Develop a phased Enterprise AI Implementation Roadmap covering foundation, pilot, scale-up and industrialization phases, with clearly defined initiatives, milestones, sequencing, interdependencies and quick wins.
- Define indicative investment estimates, resource requirements, procurement dependencies, capability-building needs and governance checkpoints for each phase of the roadmap.
- Define Key Performance Indicators (KPIs), success criteria and value-tracking mechanisms for the roadmap, and present the prioritized portfolio and roadmap to the Bank's Senior Management and designated governance forums.

2.2 AI Centre of Excellence (AI CoE)

The AI Consultant shall define, establish and operationalise the Bank's AI Centre of Excellence (AI CoE), including its mandate, organisational structure, operating model, engagement mechanisms, sourcing and vendor engagement approach. The scope shall include, but not be limited to, the following:

A. AI CoE Structure and Operating Model

- Define the AI CoE vision, mandate, scope of services and objectives.
- Recommend the AI CoE organizational structure and reporting hierarchy.
- Define the roles and responsibilities of the AI CoE, including roles such as AI product managers, data scientists, ML and GenAI engineers, technical architects, prompt and evaluation specialists, and Responsible AI officers.

- Define the engagement model with business units, IT, Digital Channels, Data Management, Information Security, Risk Management, Compliance, Internal Audit and other support functions, supported by a RACI matrix for AI governance and delivery.

- Recommend the staffing model, including core and extended teams, competency framework, skill requirements and organizational readiness criteria, including capability gaps and transition planning.

- Define governance committees and decision-making forums, AI demand management and intake processes, AI project governance and delivery methodology, and model approval and deployment governance.

- Define the Build, Buy and Partner strategy for AI capabilities, along with AI asset, model and knowledge management processes and an innovation and experimentation framework.

- Define the budgeting, funding and resource planning approach, along with the benefits realization, KPI and Return on Investment (ROI) tracking framework across business, technology, compliance, finance and governance functions.

- Define the collaboration model with external partners, academia, FinTechs and technology providers.

B. Vendor Engagement Model and Associated Governance Mechanisms

- Recommend the target vendor engagement model for Enterprise AI initiatives, covering AI platform providers, cloud service providers, system integrators, implementation partners, model providers and specialized AI solution vendors.

- Define the governance framework for vendor onboarding, evaluation, empanelment and engagement throughout the AI lifecycle, along with technology-neutral and vendor-agnostic evaluation and selection criteria.

- Define roles, responsibilities and decision-making authority of the Bank and external vendors, and recommend governance mechanisms for multi-vendor coordination, collaboration and accountability.

- Define standards for solution architecture reviews, technical assurance, quality reviews and design approvals involving external vendors.

- Recommend contractual governance principles, including deliverables, milestones, service levels, acceptance criteria, performance measurement and reporting mechanisms.

- Define vendor risk management requirements covering information security, cyber security, data privacy, regulatory compliance, intellectual property, confidentiality and third-party risk.

- Recommend governance for the use of proprietary AI models, open-source models, foundation models and third-party AI services, including licensing and usage considerations.

- Define processes for change management, issue management, escalation, exception handling and dispute resolution with external vendors, and mechanisms for knowledge transfer, documentation standards and transition planning.

- Define governance for ongoing vendor performance monitoring, periodic reviews, compliance assessments, contract management, exit management and transition principles to minimize vendor lock-in, along with reporting structures, governance forums, review cadence and management dashboards.

C. Operationalisation of the AI CoE

- Refine and operationalize the AI CoE mandate, organizational structure, operating model, roles and responsibilities on approval by the Bank.

- Support the establishment of AI CoE processes, governance forums, decision-making mechanisms and stakeholder engagement models.

- Operationalize the AI demand management, intake, prioritization and approval processes for AI initiatives.

- Establish standard operating procedures, templates, artefacts and governance controls for AI program execution and AI lifecycle management, including model onboarding, validation, approval, deployment, monitoring, retraining and retirement.

- Define KPIs, benefits realization metrics and reporting mechanisms to measure AI CoE performance and business outcomes.

- Support the Bank in establishing and operationalising an AI FinOps practice within the AI Centre of Excellence (AI CoE) to ensure continuous visibility, accountability, governance and optimisation of expenditure associated with AI workloads.

- Facilitate knowledge transfer, capability building and operational readiness of the AI CoE to enable sustainable management of the Bank's Enterprise AI program.

2.3 Enterprise Architecture and Enterprise AI Platform

The AI Consultant shall assess the Bank's current enterprise architecture and AI platform capabilities, define the target-state Enterprise AI Architecture and AI Platform Blueprint, and provide implementation support for enablement and operationalisation of the platform. The scope shall include, but not be limited to, the following:

A. Current State

- Review the Bank's existing enterprise architecture, application landscape, core banking system, digital channels, lending and collection systems, treasury, risk and compliance applications, and other enterprise applications relevant to AI adoption.
- Assess the existing integration landscape, including APIs, middleware, API gateways, enterprise service bus, event streaming and file-based interfaces.
- Assess existing AI, ML, Advanced Analytics, Intelligent Automation, chatbot, RPA and GenAI platforms and tools, including licensing, utilization, model inventory and extent of reuse.
- Assess the current state of MLOps, model lifecycle management, development environments, LLMOps practices, observability and platform security controls.
- Identify architectural gaps, technical debt, constraints, dependencies and risks that may impact enterprise AI adoption, and prepare a current-platform gap assessment.

B. Target State

- Define the target-state Enterprise AI Architecture and AI Platform Blueprint, including platform extensions, layered architecture, reference architectures and reusable enterprise AI services.
- Define GenAI and Agentic AI design patterns, model and tool layers, agent orchestration framework, workflow management, prompt and context management, Retrieval-Augmented Generation (RAG) patterns and guardrail architecture.
- Recommend the model strategy covering proprietary, open-source, small language models and domain-specific models, along with model evaluation, benchmarking and selection criteria.
- Define governed data access, integration architecture, API enablement, event-driven interfaces and interoperability standards for AI workloads.

- Define the MLOps, LLMOps and AgentOps lifecycle covering development, experimentation, testing, validation, approval, deployment, monitoring, retraining, retirement and operational governance.
- Define security architecture, privacy-by-design controls, AI-specific threat protection, observability, audit trails, human oversight mechanisms and Responsible AI controls embedded within the platform.
- Define the approach for monitoring AI workloads and managing platform utilization, operational costs and FinOps considerations, along with platform evaluation criteria and functional and technical specifications to support procurement.

C. Implementation Support

- Support the implementation, configuration and operationalization of the Enterprise AI Platform and its associated technology components.
- Support platform evaluation, proof-of-concept, technical due diligence and vendor selection activities, and validate solution, integration and deployment architectures against the approved Enterprise AI Architecture.
- Define and implement reusable AI services, enterprise AI capabilities and reference architectures for AI, GenAI and Agentic AI solutions.
- Support implementation of MLOps, LLMOps, AgentOps, model lifecycle management, observability and operational governance for enterprise AI workloads.
- Support integration of the Enterprise AI Platform with enterprise applications, data platforms, APIs, middleware and other technology components, and validate scalability, high availability, resilience, security, monitoring and performance requirements.
- Support implementation of governance controls, model management, guardrails and Responsible AI controls, and provide technical guidance during platform deployment, testing, user acceptance, production rollout and operational stabilization.
- Recommend optimization measures and architecture improvements to enhance platform performance, scalability, security, cost efficiency and operational effectiveness, and facilitate knowledge transfer to the Bank's teams.

2.4 Data

The AI Consultant shall assess the Bank's current data landscape, define the target Data Strategy, Data Governance required to support enterprise-wide AI adoption, and support its implementation. The scope shall include, but not be limited to, the following:

A. Current State

- Review the existing enterprise data landscape, reporting environments and data management practices relevant to AI adoption.
- Assess the availability, quality, completeness, timeliness and accessibility of structured, semi-structured and unstructured data required for prioritized AI, GenAI and Agentic AI use cases.
- Identify critical data gaps, dependencies, risks and remediation measures required for successful enterprise AI adoption.

B. Target State

- Recommend Data Privacy, Data Protection and Data Security controls, including compliance with the Digital Personal Data Protection (DPDP) Act, 2023 and other applicable regulatory requirements, along with data access governance, entitlement management and role-based access controls for AI platforms.
- Recommend data sharing and data exchange mechanisms across applications, business functions and external ecosystems, and define data integration architecture, API enablement and event-driven data flows to support AI applications.

C. Implementation Support

- Support the design and implementation of data pipelines, data preparation, feature engineering and RAG knowledge corpus creation for prioritized AI use cases.
- Support implementation of data catalogue, metadata, lineage, classification, masking, anonymization and access control mechanisms across AI environments.

2.5 Infrastructure

The AI Consultant shall assess the Bank's existing infrastructure, define the target-state infrastructure required to support enterprise AI workloads, and provide implementation support for its build-out and operationalisation. The scope shall include, but not be limited to, the following:

A. Current State

Review the Bank's existing infrastructure landscape, including disaster recovery site, private and public cloud environments, compute, storage, network and virtualization capabilities.

- Assess available CPU and GPU capacity, utilization levels, existing AI and analytics environments, and development, testing and production environment segregation.

- Assess existing security infrastructure, identity and access management, network segmentation, encryption, monitoring and logging capabilities relevant to AI workloads.

- Assess current high availability, disaster recovery, business continuity and capacity management practices, and identify infrastructure gaps, constraints and dependencies for enterprise AI adoption.

B. Target State

- Recommend AI compute infrastructure requirements, including CPU and GPU capacity planning, sizing, scalability considerations and indicative bill of material for the prioritized AI portfolio.

- Define AI development, testing, staging and production environment requirements, along with sandbox and innovation environments for experimentation and proof-of-concepts.

- Define AI/ML and GenAI platform hosting requirements, MLOps and LLMOps toolchain requirements, model registry, experiment tracking and model lifecycle management platform requirements.

- Define data engineering, feature store, vector database and knowledge repository infrastructure requirements, including Retrieval-Augmented Generation (RAG) infrastructure, where applicable.

- Define API management, orchestration and integration requirements, and AI agent orchestration and workflow management capabilities for Agentic AI.

- Define security architecture, identity and access management, secrets management, encryption, network segmentation and AI-specific security control requirements.

- Define monitoring, observability, logging, audit trail and performance monitoring capabilities, and Responsible AI tooling for model validation, explainability, bias detection and governance.

- Define capacity planning, scalability, high availability, disaster recovery and business continuity considerations for AI workloads.

- Recommend infrastructure deployment options, including on-premises, private cloud, public cloud and hybrid cloud models, along with cost management, FinOps and infrastructure utilization monitoring approaches.

C. Implementation Support

- Support preparation of technical specifications, sizing estimates and evaluation criteria for infrastructure procurement, including cloud and on-premises options.
- Support environment provisioning, configuration, hardening and readiness reviews for AI development, testing and production environments.
- Support performance benchmarking, load testing, resilience testing and disaster recovery validation for AI workloads.
- Support implementation of infrastructure monitoring, observability, capacity management and FinOps mechanisms, and recommend optimization measures for cost and utilization efficiency.
- Facilitate knowledge transfer and handover of infrastructure operating procedures to the Bank's technology and operations teams.

2.6 AI Governance

The AI Consultant shall design and operationalise the Bank's Enterprise AI Governance Framework to enable safe, compliant, transparent and accountable adoption of AI, GenAI and Agentic AI across the Bank. The scope shall cover the design of the governance framework, policies, Responsible AI principles, risk taxonomy and model lifecycle controls, together with their implementation, embedding and continuous improvement within the Bank's existing governance, risk and compliance structures. The scope shall include, but not be limited to, the following:

A. Framework Setup

The AI Consultant shall design the Bank's Enterprise AI Governance Framework covering policy, Responsible AI, model risk management, regulatory compliance, security, privacy and lifecycle controls. The scope shall include, but not be limited to, the following:

- Review the Bank's AI governance requirements and define the Enterprise AI Governance Framework, including governance structure, governance committees, decision rights, approval workflows, reporting cadence and escalation mechanisms.
- Draft the Enterprise AI Policy and supporting standards, procedures, guidelines and documentation templates for AI, GenAI and Agentic AI adoption.
- Define Responsible AI principles covering fairness, explainability, transparency, accountability, human oversight, safety and ethical use of AI.

- Define the AI risk taxonomy and risk assessment methodology, covering model risk, data risk, third-party risk, concentration risk, technology risk, conduct risk, reputational risk and GenAI-specific risks such as hallucination, prompt injection, data leakage and misuse.

- Define model governance and model lifecycle controls, including model inventory, model classification and tiering, independent validation, challenger models, performance thresholds, drift monitoring, periodic review, human-in-the-loop controls and model retirement.

- Map the governance framework to applicable regulatory and statutory requirements, including the RBI FREE-AI framework, RBI draft guidelines related to model risk, applicable RBI guidelines on outsourcing, information technology, cyber security and digital lending, the Digital Personal Data Protection (DPDP) Act, 2023, NIST AI Risk Management Framework and CERT-In requirements.

- Define AI security, privacy and guardrail requirements, including red-teaming, adversarial testing, content filtering, access controls, audit trails and incident management for AI systems.

- Define governance metrics, KPIs, risk indicators, compliance monitoring requirements and management reporting formats for AI oversight.

B. Operationalisation

The AI Consultant shall provide advisory and implementation support for operationalising the approved AI Governance Framework to ensure effective governance, regulatory compliance, risk management and responsible adoption of AI, GenAI and Agentic AI across the Bank. The scope shall include, but not be limited to, the following:

- Operationalize the approved AI Governance Framework, including governance structures, policies, standards and operating procedures.

- Support the establishment of AI governance committees, review forums, decision-making processes and reporting mechanisms.

- Implement governance controls for AI model lifecycle management, including model onboarding, validation, approval, deployment, monitoring, retraining and retirement.

- Operationalize Responsible AI principles, including fairness, explainability, transparency, accountability and human oversight, and support implementation of guardrails and control testing.

- Support implementation of governance processes for AI risk management, model risk management, regulatory compliance, information security, privacy and data protection.

- Establish governance mechanisms for AI use-case approval, change management, exception handling, incident management and periodic governance reviews.

- Implement governance metrics, Key Performance Indicators (KPIs), compliance monitoring and management reporting dashboards.

- Support internal audit, regulatory review, inspection and compliance assessment activities relating to the Bank's AI initiatives.

- Facilitate continuous improvement of the AI Governance Framework based on regulatory developments, emerging risks, industry best practices and lessons learnt during implementation.

2.7 Talent

The AI Consultant shall build the Bank's enterprise-wide AI talent readiness by developing the knowledge, skills and competencies required to adopt, operate and govern AI, GenAI and Agentic AI, and by driving the organisational change necessary to embed these capabilities into day-to-day working. The scope shall cover capability assessment, competency frameworks, structured training and certification pathways, together with stakeholder engagement, communication, user adoption and change enablement across business, technology and support functions. The scope shall include, but not be limited to, the following:

A. AI Capability Building

The AI Consultant shall provide advisory and implementation support for enterprise-wide AI capability building and training to develop the knowledge, skills and competencies required for sustainable adoption, operation and governance of AI, GenAI and Agentic AI across the Bank. The scope shall include, but not be limited to, the following:

- Assess the Bank's AI capability and skill requirements across business, technology, operations, risk, compliance and support functions, and identify capability gaps.

- Develop an enterprise-wide AI capability building and training strategy aligned with the Bank's AI implementation roadmap.

- Define role-based competency frameworks and learning paths for Senior Management, Business Users, AI CoE, Technology Teams, Data Teams, Information Security, Risk Management, Compliance, Internal Audit and other stakeholder groups.

- Design and facilitate awareness programs, workshops and training sessions covering AI, GenAI, Agentic AI, Responsible AI, AI governance, data literacy, prompt engineering and AI security, as applicable.
- Recommend certification pathways, hiring and sourcing strategies, and learning programs for key AI, data and technology roles.
- Support knowledge transfer from implementation partners to the Bank's teams to enable long-term operational ownership and sustainability.
- Develop training materials, user guides, standard operating procedures, knowledge repositories and other learning artefacts to support AI adoption.
- Assess training effectiveness and capability maturity through appropriate metrics, and facilitate communities of practice, knowledge-sharing forums and continuous learning mechanisms.

B. AI Adoption and Change Management

The AI Consultant shall provide advisory and implementation support to drive enterprise-wide adoption of AI, GenAI and Agentic AI by facilitating organisational change, user adoption and cultural transformation across the Bank. The scope shall include, but not be limited to, the following:

- Develop and implement an AI adoption and change management strategy aligned with the Bank's Enterprise AI implementation roadmap.
- Assess organizational readiness and identify change impacts across business, technology and support functions, including branch and field-level operations.
- Develop stakeholder engagement, communication and awareness plans to promote enterprise-wide AI adoption.
- Facilitate engagement with business units and key stakeholders to encourage adoption of AI-enabled processes and solutions, and support user onboarding and operational readiness for AI platforms and prioritised use cases.
- Develop role-based communication, training and change enablement materials for different stakeholder groups, including AI champions and super-user networks.
- Monitor user adoption, utilization, feedback and change effectiveness, and recommend corrective actions where required.

- Define adoption metrics, Key Performance Indicators (KPIs) and benefits realization measures to assess the effectiveness of AI implementation.
- Facilitate knowledge transfer and promote a culture of continuous learning, innovation and responsible AI adoption across the Bank.

2.8 Program Management Office (PMO) – Setup and Operationalization

The AI Consultant shall establish and operationalise an AI Programme Management Office (AI-PMO) to enable effective programme governance, oversight and coordinated execution of the Bank's Enterprise AI implementation initiatives. The scope shall include, but not be limited to, the following:

- Establish and operationalize the AI Program Management Office (AI-PMO), including its charter, structure, governance model, roles and responsibilities.
- Establish cross-functional AI Project Delivery Teams comprising business, technology, operations, risk, compliance and information security stakeholders.
- Develop program governance methodologies, implementation plans, work breakdown structures, milestone tracking mechanisms, project dashboards and reporting frameworks.
- Coordinate and monitor implementation activities across business units, technology teams, operations, risk, compliance, information security and external implementation partners.
- Track program progress against approved timelines, deliverables, budgets and success metrics, and recommend corrective actions where necessary.
- Identify, monitor and manage program risks, issues, dependencies, assumptions and change requests, and facilitate timely resolution through appropriate governance mechanisms.
- Prepare and present periodic progress reports, executive dashboards, status updates and management presentations for review by Senior Management, Steering Committees and other designated governance forums.
- Monitor benefits realization and implementation outcomes against the approved AI roadmap and business objectives.
- Advise the Bank on emerging AI technologies, industry trends, regulatory developments and ecosystem opportunities relevant to the Bank's Enterprise AI program.

- Facilitate knowledge transfer and project closure activities to ensure effective transition to the Bank's operational teams.

2.9 Use Cases detailed requirement creation and implementation support

The AI Consultant shall translate the prioritised AI, GenAI and Agentic AI use cases into implementation-ready solutions and support their rollout across the Bank. The scope shall cover detailed use-case definition, business process definition, solution and integration design, and evaluation methodology, together with implementation support spanning proof-of-concept, pilot, testing, go-live, adoption and post-implementation review. The scope shall include, but not be limited to, the following:

A. Definition and Detailing

The AI Consultant shall work closely with business departments, operational units and support functions to define and detail the prioritised AI, GenAI and Agentic AI use cases, including the associated business process changes required to realise the intended outcomes. The scope shall include, but not be limited to, the following:

- Conduct workshops and process discovery sessions with business, operational and support functions to identify business challenges, pain points and AI transformation opportunities.
- Assess existing business processes, customer journeys and operational workflows, and define AI-enabled target-state processes, operating models and implementation blueprints.
- Prepare detailed use-case documents covering business objectives, scope, process context, user personas, expected outcomes, success criteria and benefit measures.
- Define detailed functional and non-functional requirements, business rules, data requirements, source systems, application touchpoints, APIs and integration requirements for each prioritized use case.
- Define the recommended solution approach for each use case, including model and technique selection, GenAI and Agentic AI design patterns, agent workflows, orchestration, guardrails, human-in-the-loop controls and fallback mechanisms.
- Define evaluation and testing methodology for each use case, including accuracy, quality, safety and performance benchmarks, test scenarios, acceptance criteria and go/no-go decision gates.
- Identify automation and process re-engineering opportunities to improve Straight Through Processing (STP), reduce Turnaround Time (TAT) and enhance operational

efficiency, and recommend workforce redeployment opportunities arising from AI-enabled process transformation.

- Recommend standard operating procedures (SOPs), control mechanisms and governance requirements for AI-enabled business processes, and benchmark processes against industry best practices to recommend enterprise-wide standardization.

- Prepare detailed business cases, cost-benefit analysis, implementation priorities, resourcing estimates and phased transformation plans for the detailed use cases, and support preparation of functional and technical specifications required for procurement or in-house development.

B. Implementation and Support

The AI Consultant shall provide advisory and implementation support for the development, rollout, adoption and stabilisation of the prioritised AI, GenAI and Agentic AI use cases and the associated transformed business processes across the Bank. The scope shall include, but not be limited to, the following:

- Support the implementation of prioritized AI, GenAI and Agentic AI use cases in accordance with the approved implementation roadmap.

- Support the Bank in designing, optimising and governing prompts, contextual inputs and execution loops used across Generative AI and Agentic AI workloads. The objective shall be to improve response accuracy, relevance, consistency, groundedness, safety, task-completion rates, performance and cost efficiency.

- Validate business requirements, functional specifications and solution designs prepared by implementation partners or internal teams for the identified AI use cases.

- Coordinate with business units, technology teams and implementation partners to facilitate timely proof-of-concept, pilot and production rollout of AI use cases.

- Support use-case configuration, integration, model evaluation, testing, user acceptance testing (UAT), security and compliance sign-off, and production deployment.

- Monitor implementation progress, identify risks, issues and dependencies, and recommend appropriate mitigation measures.

- Support implementation and operationalization of AI-enabled business processes, including SOPs, control frameworks and governance mechanisms for transformed processes.

- Define implementation criteria, Key Performance Indicators (KPIs), business outcome measures and benefits realization frameworks for each AI use case.
- Support user adoption, stakeholder engagement, change management and operational readiness activities associated with AI use-case implementation.
- Monitor post-implementation performance and model behavior, capture lessons learnt and recommend optimization and continuous improvement measures based on business performance and operational feedback.
- Facilitate knowledge transfer and handover of implemented AI use cases and transformed processes to the Bank's operational and support teams.

2.10 Key Deliverables

The AI Consultant shall submit, at a minimum, the deliverables listed below. All deliverables shall be prepared specifically for the Bank, shall be supported by the underlying analysis, artefacts and templates, and shall be presented to the Bank's Senior Management and designated governance forums for review and acceptance.

D1. Enterprise AI Strategy

- Enterprise AI Readiness Assessment, including maturity benchmarking and capability gap analysis.
- Enterprise AI Vision and Mission, strategic objectives, value themes and Responsible AI principles.
- Prioritized use-case portfolio with indicative business cases and ROI estimates.
- Phased Enterprise AI Implementation Roadmap with milestones, investment estimates and KPIs.

D2. AI Centre of Excellence (AI CoE) Charter, Target Operating Model and Vendor Engagement Governance Framework

- AI CoE charter covering mandate, organizational structure, roles and responsibilities.
- Target operating model, engagement model and RACI matrix.
- Staffing model, competency framework and Build, Buy and Partner strategy.
- Budgeting, funding, KPI and ROI tracking framework.

- Vendor engagement model and associated governance mechanisms.
- AI CoE standard operating procedures and operational readiness pack.

D3. Current Platform Gap Assessment and Target-State Enterprise AI Architecture and Platform Blueprint

- Current platform, architecture and integration landscape gap assessment.
- Target-state Enterprise AI Architecture and AI Platform Blueprint.
- GenAI and Agentic AI design patterns, orchestration, guardrail architecture and model strategy.
- MLOps, LLMOps and AgentOps lifecycle, along with platform security, privacy and observability controls.
- Deployment strategy across cloud, hybrid and on-premises options, with FinOps considerations.
- Platform specifications, evaluation criteria and implementation support artefacts.

D4. Data Assessment, Data Strategy

- Current data landscape, data architecture and data quality assessment.
- Target Data Strategy and target data architecture.
- Data quality, metadata, classification, privacy and protection controls aligned with the DPDP Act, 2023.
- Data enablement requirements for AI workloads, including RAG preparation, vector databases and feature stores.

D5. Infrastructure Assessment, Target Infrastructure Blueprint

- Current infrastructure assessment covering compute, storage, network, cloud and security capabilities.
- Target infrastructure blueprint with CPU and GPU capacity planning, sizing and indicative bill of material.
- Environment, platform hosting and toolchain requirements.

- Security, monitoring, high availability, disaster recovery and business continuity requirements.
- Deployment options across on-premises, private, public and hybrid cloud, with FinOps approach.
- Procurement specifications, environment readiness reviews and benchmarking reports.

D6. Enterprise AI Governance Framework and Governance Operationalisation

- Enterprise AI Governance Framework covering governance structure, committees, decision rights and escalation mechanisms.
- Enterprise AI Policy and supporting standards, procedures and templates.
- Responsible AI principles, AI risk taxonomy and risk assessment methodology.
- Model governance and model lifecycle controls.
- Regulatory compliance mapping against applicable RBI, DPDP Act, 2023, NIST AI Risk Management Framework and CERT-In requirements.
- Governance operationalization pack covering operating procedures, control testing evidence and reporting dashboards.

D7. AI Capability Building, Training, Adoption and Change Management

- AI capability and skill gap assessment across business, technology and control functions.
- Enterprise-wide capability building and training strategy, with role-based competency frameworks and learning paths.
- Delivered training programs, workshops, training materials and knowledge repositories.
- Organizational readiness and change impact assessment.
- AI adoption and change management plan, including stakeholder engagement, communication and AI champion network.
- Adoption metrics, training effectiveness assessment and periodic monitoring reports.

D8. AI-PMO Charter, Program Governance

- AI-PMO charter, structure, governance model, roles and responsibilities.
- Program governance methodology, implementation plans and work breakdown structures.
- Milestone trackers, project dashboards and reporting frameworks.
- Risk, issue, dependency, assumption and change registers.
- Periodic progress reports, executive dashboards and benefits realization tracking.
- Project closure, knowledge transfer and transition documents.

D9. Use-Case Definition, Process Transformation Blueprints and Implementation Support

- Detailed use-case documents covering business objectives, scope, requirements and success criteria.
- As-is and to-be process maps and AI-enabled target operating processes.
- Recommended solution approach, integration design and evaluation and testing methodology.
- Detailed business cases and technical specifications for procurement or in-house development.
- Implementation, testing, security sign-off and go-live support reports.
- Post-implementation review, benefits realization reports and knowledge transfer documentation.

3. Roles, Responsibilities and Engagement Obligations

a) Responsibilities of the AI Consultant

The AI Consultant shall tailor the Enterprise AI Strategy, AI Governance Framework, AI Centre of Excellence (AI CoE) Operating Model and AI Use-Case Portfolio to align with the Bank's current capabilities, business priorities and future aspirations. The AI Consultant shall maintain strict confidentiality of all information shared by the Bank, incorporate feedback provided by the Bank during the course of the engagement, submit all deliverables within the agreed timelines, provide supporting artefacts and documentation, and present the findings, recommendations and deliverables to the Bank's Senior Management and designated governance forums, as and when required.

b) Responsibilities of the Bank

The Bank shall facilitate the engagement by providing access to relevant stakeholders, business and technology teams, and applicable documentation required for the assignment. The Bank shall share available assessments, strategy documents, architecture artefacts and capability-related inputs, facilitate stakeholder discussions, workshops and review meetings, provide feedback on the submitted deliverables within the agreed timelines, and nominate a project team/ steering committee for overall coordination and governance of the engagement.

CONDITIONS OF CONTRACT

1. Period of Validity of Bids

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

2. Authorization to Bid

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

3. Payment Terms

The Bank shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

Broad terms of release of payment are as follows:

Sl. No.	Milestone	Indicative Timeline	Key Deliverables	Payment (%)
1	**AI Readiness Assessment**	**T + 2 Months**	Enterprise AI Readiness Assessment, AI maturity benchmarking, Current State Assessment, Capability Gap Analysis.	**10%**
2	**Enterprise AI Strategy, Governance Framework & AI Roadmap**	**T + 4 Months**	Enterprise AI Strategy, AI Vision & Mission, Strategic objectives, Prioritized AI Use Case Portfolio, Responsible AI principles, Enterprise AI implementation Roadmap.	**15%**
3	**Enterprise AI Architecture, AI Platform Blueprint & Data Strategy**	**T + 6 Months**	Target-state Enterprise AI Architecture, AI Platform Blueprint, Data Strategy, Target-data architecture.	**15%**
4	**Infrastructure Strategy & Procurement Support**	**T + 8 Months**	Infrastructure Assessment, Target Infrastructure Architecture, Procurement Support	**10%**
5	**AI CoE & AI PMO Operationalization**	**T + 10 Months**	AI CoE Charter, AI CoE Operating Model, Vendor Engagement Framework, AI-PMO Charter, Program Governance Framework, Project dashboards and Reporting framework.	**10%**
6	**AI Governance Framework & Operationalization Support**	**T + 14 Months**	Enterprise AI Governance Framework, Responsible AI Framework, AI Policy, Model Governance Framework, AI Risk Framework and Governance Operationalization Support	**10%**
7	**AI Use Case Definition &**	**T + 16 Months**	Detailed Use Case documents, Process	**10%**

	Implementation Support		Transformation Blueprints, Implementation Support and Post-Implementation Review, Benefits realization reports.	
8	**Capability Building, Training & Change Management**	**T + 17 Months**	AI Capability Building, Training Programs, Change Management Plan, Adoption metrics and Stakeholder engagement.	**5%**
9	**Final Documentation, Project Closure & Transition**	**T + 18 Months**	Submission of all final project artefacts, transition support, project closure report and final acceptance by the Bank	**15%**
TOTAL				**100%**

a. Deliverable accepted by the Bank and signoff provided, shall be considered for payment release.

b. The Bank shall provide stage-wise sign-off for payment of fees upon verification that the deliverables for the respective milestone have been completed in accordance with the agreed scope of work and acceptance criteria. Payment to the Consultant will be made subject to satisfaction of the Bank regarding the above milestone wise deliverables based on the defined scope, after deducting tax deductible at source as per applicable laws of land

c. No special pay, allowance, freight/ operational expenses will be paid by the Bank except fees to the Consultant. The Consultant shall bear all the expenses.

d. All expenses, stamp duty and other charges / expenses in connection with execution of this Agreement shall be borne by Consultant alone.

e. Payments of Invoices:

   I. The Bank will pay properly submitted undisputed valid invoices within reasonable period but not exceeding 30 (Thirty) days after receipt thereof. All payments shall be made in Indian Rupees.

   II. The Bank may withhold payment of any charges that it disputes in good faith and may set-off against penalty amount and any other amount which the Consultant owes to the Bank against charges payable to the Consultant under this Agreement.

   III. In case of delay in respect of timelines for designing, roll-out and implementation mentioned in this document, the Bank shall decide whether or not the delay is attributable to the Consultant. In case, the Bank determines that the delay is not attributable to the Consultant, the Bank shall release the payment.

4. Change Orders

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

I. the place of delivery; and / or
II. the services to be provided by the Supplier;

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

5. Service Level Agreement (SLA)

The vendor/service provider shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this RFP and Purchase order within 30 days from the date of acceptance of the purchase order. Mutually agreed format of the SLA will be shared with the Successful bidder along with Purchase order.

6. Human Resource Requirements

The Selected Bidder will work with the project team for execution of this assignment and will ensure knowledge sharing and transfer all through the assignment. The team of successful Bidder shall work under the overall guidance and supervision of the Top Executives. As and when need arises, subject matter experts should be able to support various aspects of the assignment and be available to supplement the efforts of the on-site Team.

The Bidder shall deploy a dedicated project team comprising a minimum of ten (10) qualified professionals, of which at least six (6) resources shall be deployed onsite on a full-time basis throughout the engagement. The remaining resources may be deployed offsite / onsite, as required, to provide specialized expertise and support.

The proposed team shall possess the requisite educational qualifications, relevant domain expertise, and experience in Process Transformation, Artificial Intelligence, Generative AI, Agentic AI, Enterprise Architecture, Cloud Technologies, and Banking Technology Consulting.

The key resources shall include the following:

Sl. No	Role	Minimum Man Power	Key Responsibilities
1	Engagement Manager / Team Lead	1	Lead the overall engagement and act as the single point of contact for the Bank. Interface with business, technology and vendor teams to define project scope, manage project governance, monitor timelines, risks and deliverables, facilitate stakeholder workshops, present progress to Steering Committees and ensure successful execution of the engagement.
2	AI Specialist	1	Lead AI strategy and use case assessment, evaluate and recommend AI/ GenAI/ Agentic AI technologies, develop AI solution architecture, advise on Large Language Models (LLMs), Retrieval-Augmented Generation (RAG), AI Agents, Prompt Engineering, Natural Language Processing (NLP), Machine Learning, MLOps/ LLMOps, and support preparation of the Enterprise AI implementation roadmap.
3	Cloud & Enterprise Solution Architect	1	Define enterprise solution architecture, cloud adoption strategy, infrastructure sizing, deployment architecture, API integration, scalability, high availability, disaster recovery, security architecture, and integration with enterprise banking platforms.
4	AI Compliance and Governance expert	1	Define AI Governance framework, policies and controls, ensure regulatory, privacy, security and Responsible AI compliance, establish model governance, risk management, monitoring and audit mechanisms for enterprise AI adoption.
5	Business Process Re-engineering (BPR) Consultant	3	Analyze existing banking processes, AI Consultancy, identify operational bottlenecks, process inefficiencies and control gaps, document current-state ("As-Is") processes, design future-state ("To-Be") workflows, recommend process optimization, automation opportunities, customer journey improvements, operating model transformation, and support business process redesign aligned with AI adoption.

The consultant is required to:

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

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

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

The consultant is required to:

I. Align their resources for this project that are sufficient and capable to execute project on time and with quality, not only for all agreed assignments during, but also a few new requirements that may come up dynamically (if any).

II. Human resources allocated to the project needs to be consistently available to the Bank for the duration of the engagement. Consultant is responsible to ensure that there is no interruption in service, or delay in committed timelines due to unavailability of resources at any time. Unavailability of resources may attract penalty.

III. Consultant's team need to work in coordination and fruitful collaboration with Bank's Official and with Bank's existing Service Providers and other stakeholders.

IV. The proposed team shall be composed of experts and specialists in their respective areas of expertise such that the Consultant should be able to complete the Consultancy within the specified time schedule. The resource profiles mentioned above are tentative. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted.

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

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

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

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

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

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

7. Contract Period

The project duration will be 18 months from the date of execution/ signing of the contract.

8. Sub-Contracting

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

9. Governing language

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

10. Insurance

The service provider to take adequate insurance cover against all kinds of risks including fidelity clause for the loss arising from acts of omission/ commission/ dishonesty of its employees and / or agents and would be required to keep the insurance policy alive at all times during the currency of the agreement.

11. Jurisdiction and Applicable Law

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

12. Penalty/ Liquidated Damages (LD)

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

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

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

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

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

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

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

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

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

14. Performance Security

I. Within 15 days of acceptance of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 5% of the contract value in the form of a Bank Guarantee from a scheduled commercial Bank located in India, valid for Ninety days beyond the date of completion of all contractual obligations with further 60 days as claim period, in the format enclosed (Annexure-IV). The Performance Security Bank Guarantee shall be extended for a further required period whenever the Contract period or obligations are extended. Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.
II. The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations or any other claim under the Contract.
III. The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful performance obligations under the Contract.
IV. Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

15. Limitation of Liability

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

This limit shall not apply to third party claims for

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

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

The cap shall not apply to fraud, fraudulent misrepresentation, wilful misconduct, gross negligence, breach of confidentiality, breach of data-protection or information-security obligations, infringement or misappropriation of Intellectual Property Rights, death or personal injury, damage to tangible property, employment or tax claims, regulatory penalties attributable to the Consultant, or amounts recoverable under indemnities.

16. Indemnity Clause

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

Further, the Consultant shall defend, indemnify and hold harmless the Bank, its directors, officers and employees from third-party claims and direct losses, costs, penalties and expenses arising from: (a) breach of confidentiality, privacy, data-protection or security obligations; (b) infringement of Intellectual Property Rights; (c) fraud, wilful misconduct or gross negligence; (d) bodily injury or property damage; (e) employment, tax or statutory claims relating to Consultant personnel; and (f) violation of applicable law attributable to the Consultant.

17. Disclaimer

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

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

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

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

18. Patent Rights

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

19. IT Act 2000

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

20. Intellectual Property Rights (IPR)

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

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

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

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

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

21. Acceptance of Purchase Order

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

22. Signing of Contract Form, NDA and SLA

Within thirty (30) days from the date of Purchase Order, the successful bidder shall sign the contract form (Annexure-III), Non-Disclosure Agreement (Annexure-VI) and Service Level Agreement and return it to the Bank.
Background check conducted, KYC details for the resources provided for the project to be submitted to the Bank.

23. Settlement of Disputes

a. If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

b. If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.

c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).

f) Notwithstanding any reference to arbitration herein,

a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and

b. the Bank shall pay the supplier any monies due to the supplier.

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

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

The successful bidder shall furnish an undertaking confirming compliance with the applicable provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952. The Bank reserves the right to seek satisfactory documentary evidence, wherever considered necessary, to verify such compliance and the successful Bidder shall provide the same upon request.

25. Exit Requirements

In the event, the Agreement between the Bank and the Successful bidder comes to an end on account of termination or by the expiry of the term / renewed term or otherwise, the Supplier shall render all reasonable assistance help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services without degradation during transition.

26. Termination for Default

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

a) If the successful bidder fails to deliver any or all of the Deliverables and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
b) If the successful bidder fails to perform any other obligation(s) under the Contract.
c) If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

d) In case of successful Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

Wherever circumstances necessitate due to a material confidentiality, data-protection or security breach; unauthorized data/model use; regulatory direction; loss of required license or approval; undisclosed conflict of interest; repeated SLA failure; or conduct creating material risk to the Bank, its customers or the financial system, the Bank may terminate contract immediately or on a short notice of any shorter period.

For the purpose of this clause:

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

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

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

27. Force Majeure

The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

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

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

28. Confidentiality

The supplier will be exposed to internal business information of the Bank, affiliates, and or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract also the successful bidder / supplier shall not divulge any data/ information collected from the Bank during the project.** All confidentiality obligations including that relating to Bank/customer Personal Data, credentials, security information and trade secrets shall survive for so long as the information remains confidential or is required to be protected by law.

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

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

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

29. Negligence

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

30. Amalgamation

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

31. Inspections and Tests

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

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

Should any inspected or tested Goods/software fail to conform to the Specifications, the Purchaser may reject the Goods/software, and the Supplier shall make alterations necessary to meet specification requirements at no additional cost to the Purchaser. The Purchaser's right to inspect, test and, where necessary, reject the Goods or software after the delivery shall in no way be limited or waived by reason of the goods/software having previously been inspected, tested and passed by the Purchaser.

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

32. Use of Contract Documents and Information

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

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

33. Delivery Schedule

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

34. Working Days

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

35. Implementation of Services

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

36. Termination for Insolvency

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

If the contract is terminated by the Bank in terms of this clause, termination will be without compensation to the successful bidder provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

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

37. Taxes and Duties

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

38. Compliance with Policy

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

The Consultant shall be expected to monitor changes in applicable law and binding regulatory directions relevant to the Services, promptly notify the Bank of impact, and implement required changes within the period directed by the Bank. In case of conflict, applicable law and binding regulatory directions shall prevail.

39. Compliance with Statutory and Regulatory Provisions

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

The Consultant shall be expected to monitor changes in applicable law and binding regulatory directions relevant to the Services, promptly notify the Bank of impact, and implement required changes within the period directed by the Bank. In case of conflict, applicable law and binding regulatory directions shall prevail.

40. Pre-Contract Integrity pact

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

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

Adoption of Pre-Contract Integrity Pact

- 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.

- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.

- The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-V. Those Bids which are not containing the above are liable for rejection.

- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.

- 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.

- Pre-Contract Integrity Pact in respect 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.

- The Pre-Contract 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.

- 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.

- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.

- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Mohan J Joseph Email: mohan.joseph@gmail.com 2. Shri. Manoj Pant Email: mpant2007@gmail.com

- Change of law / policy / circular relating to Pre-Contract Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.

- Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the organization concerned.

41. Other Terms and Conditions

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

liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/Service Provider's employees, agents, contractors, subcontractors etc.

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

42.GENERAL TERMS AND CONDITIONS

42.1 Rejection of Bids

The Bank reserves the right to reject the Bid if,

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

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

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

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

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

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

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

42.2 Representation and Warranties

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

I. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.

II. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of this Contract.

III. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

IV. That there are –

a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this Contract; and

b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies.

V. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.

VI. That all conditions precedent under the Contract has been complied by the bidder.

VII. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:

a) will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,

b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject, or

c) Will violate any provision of the Memorandum or Articles of Association of the Bidder.

VIII. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been/ shall be made.

IX. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.

X. That the Bidder owns or has good, legal or beneficial title, or other interest inthe property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.

XI. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required by the bidder to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.

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

42.3 Relationship of Parties

I. Nothing in the Contract shall constitute any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer -- employee, principal and agent, or partnership, between Indian Bank and Bidder and /or its employees.

II. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.

III. Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.

IV. All employees' /personnel/ representatives / agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death /

termination) of any nature to the employees/personnel/representatives/agent etc. of the Successful Bidder.

V. Supplier/Vendor has to take an undertaking from their employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor, Vendor should be agreeable for any such undertaking/verification

VI. The Successful Bidder shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

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

42.4 No Right to Set Off

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

42.5 Publicity

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

42.6 Conflict of Interest

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

42.7 Notices and Other Communication

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

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

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

42.8 Severability

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

SECTION – IV

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GeM PORTAL

1. Submission of Bids through GeM Portal

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

I. Eligibility Criteria, along with all supporting documents required.
II. All Annexures as per this tender on Bidder's letterhead with the authorizing person's signature and Bidder seal on all pages.
III. All supporting documents and product literature in support of Technical specifications.
IV. Relevant brochures.
V. Compliance to Technical Specifications as per Technical Bid.
VI. Any other information sought by the Bank relevant to this tender.
VII. Any amount quoted in GeM portal should be inclusive of taxes.

(Please refer to the checklist under the Annexures of this tender for more details.)

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

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

2. Bid Related Information

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

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

3. Offline Submissions

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

- Bid Security (EMD) in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised / scheduled commercial Bank (other than Indian Bank) in favour of "Indian Bank" payable at Chennai. The account details are mentioned in point No. 9 under Schedule [A]
- Pre-Contract Integrity Pact

The bidder is requested to submit the original documents (as mentioned under point no. 4 of Schedule [A]) in a Sealed Envelope on or before **28/09/2026, 03:00PM** to the address mentioned under point no. 4 of schedule [A] (Important Dates and Information on RFP Submission) of this tender. The envelope shall be super scribed as "**Proposal for Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank** and the words '**DO NOT OPEN BEFORE (28/09/2026, 03:30 PM).**

4. Other Instructions

For further instructions, such as system requirements and manuals, the bidder should visit the GeM portal or the Bank's website.

SECTION – V:

PART I – Technical / Functional Requirements

To Date:

Deputy General Manager,
TMO/ Digitization cell,
6th Floor, Indian Bank, Head Office,
66 Rajaji Salai, Chennai – 600001

Dear Sir,

Sub: Request for Proposal for Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank.

Ref: Your RFP No. GEM/2026/B/7972585 dated 28/08/2026

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

S. No.	Evaluation Criteria	DOCUMENTS TO BE SUBMITTED	SUBMITTED
1.	Bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India under Partnership Act 1932/2008 and providing consultancy services.	GST registration certificate and Certificate of Incorporation issued by Registrar of Companies/ Partnership Deed.	
2.	The bidder should have been engaged for consultancy/ implementation services in one or more areas of **digital transformation/ business process transformation leveraging AI/ GenAI/ Agentic AI** for BFSI Sector in India as on 31.03.2026.	A copy of Purchase order(s)/ work order(s)/ satisfactory documentary proof for each assignment is to be furnished by the bidder.	

3.	The bidder should have provided consultancy services with minimum project duration of 6 months to BFSI organizations in India, having business mix of **₹1,00,000 Crore** at the time of business engagement as on 31.03.2026, in any of the following areas: a. Digital transformation/ Business process transformation b. AI & ML/ ML Ops/ Advanced Data Analytics related projects c. Digital transformation/ business process transformation leveraging AI/ GenAI/ Agentic AI d. AI Governance/ Public Cloud strategy/ Public Cloud Implementation/ AI in Public cloud. Each assignment will be considered under one category only and will not be scored across multiple categories.	A copy of Purchase order(s)/ work order(s)/ satisfactory documentary proof for each assignment is to be furnished by the bidder.	
4.	Total No. of **Skilled Resources** having specialized expertise in Artificial Intelligence (AI)/ Machine Learning (ML)/ Advanced Data Analytics/ Generative AI/ Agentic AI/ Business Process Transformation/ Enterprise Architecture/ Cloud Technologies in India as on date of RFP	Documentary proof satisfying the criteria should be submitted by the bidder.	

5.	Approach & Methodology, Action Plan and Presentation of the bidder scored as below: 1 Proposed Team mix with skill set 2 Understanding the Scope of engagement and Key challenges 3 Approach methodology for use case identification and Implementation roadmap 4 Approach methodology of Business process re-engineering/ skill set training/ driving change management 5 Understanding of AI Governance framework in compliance to regulatory guidelines 6 Detailed project plan with milestones and timeframe for completion of different activities of the project	Methodology, Action Plan & Presentation	

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

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

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

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

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

For

Office Seal
Place:
Date:

(Authorized Signatory)
Name:
Designation:
Mobile No:
Business Address:
Telephone No:
E-mail ID:

SECTION – V:

Part II – Commercial Bid

To Date:

Deputy General Manager,
TMO/ Digitization cell,
6th Floor, Indian Bank, Head Office,
66 Rajaji Salai, Chennai – 600001

Dear Sir,

Sub: Request for Proposal for Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank

Ref: Your RFP No. GEM/2026/B/7972585 dated 28/08/2026

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

Price Schedule

Description	Amount (INR) (A)	GST %	GST (INR) (B)	Total Amount* (INR) C=A+B
Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap				

*** Amount quoted should be inclusive of taxes.***

PRICE STATEMENT:

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

Total Cost of Ownership (TCO) for the entire contract period (inclusive of all applicable taxes duties, levies, freight, insurance, warranty, etc.), is Rs. ……………………………..…………. (in figures) Rupees ………………………………………………………………… (in words).

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

For

Office Seal
Place:
Date:

(Authorized Signatory)
Name:
Designation:
Mobile No:
Business Address:
Telephone No:
E-mail ID:

Ref: GEM/2026/B/7972585 Date: 28/08/2026

(LIST OF ANNEXURES)

ANNEXURE-I

Bid Form

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

Date:

To

Deputy General Manager,
TMO/ Digitization cell,
6th Floor, Indian Bank, Head Office,
66 Rajaji Salai, Chennai – 600001

Dear Sir,

Sub: Request for Proposal for Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank

Ref: Your RFP No. GEM/2026/B/7972585 dated 28/08/2026

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

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

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

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

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

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

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

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

Dated this ……………………..day of ………2026

Signature ………………………………………

………………………………………………………..
(In the Capacity of)

Duly authorized to sign bid for and on behalf of

(Name & Address of Bidder)

………………………………………………………………..

………………………………………………………………..

………………………………………………………………..

Mobile:

Email:

ANNEXURE-II

Self-Declaration – Blacklisting
(Bidders are required to furnish the declaration on its letter head)

Date:

To

Deputy General Manager,
TMO/ Digitization cell,
6th Floor, Indian Bank, Head Office,
66 Rajaji Salai, Chennai – 600001

Dear Sir,

Sub: Request for Proposal for Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank

Ref: Your RFP No. GEM/2026/B/7972585 dated 28/08/2026

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

ANNEXURE-III

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made the …….day of……………..2026 between Indian Bank, having its Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 (hereinafter "the Purchaser") which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and ………………………………… (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns of the other part:

WHEREAS the Purchaser invited bids vide RFP No. GEM/2026/B/7972585 dated 28/08/2026 for certain Goods and ancillary services viz., ... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for………………………………………………………………………………………………… ………..(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   a) the Bid Form and the Price Schedule submitted by the Bidder;
   b) the Schedule of Requirements;
   c) the Scope of Work;
   d) the Conditions of Contract;
   e) the Purchaser's Notification of Award/Purchase Order.
   f) the RFP including Addendum/s & corrigendum/s.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Si.No.	Brief description of goods & services
1	
2	
3	

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said …………………………………………..(For Indian Bank)

in the presence of: …………………………………

Signed, Sealed and Delivered by the

said ……………………………………………(For the supplier)

in the presence of:…………………………………

ANNEXURE-IV

Performance Security Format

(To be submitted only by the Successful bidder)

Bank Guarantee No. Date:

To

Deputy General Manager,
TMO/ Digitization cell,
6th Floor, Indian Bank, Head Office,
66 Rajaji Salai, Chennai – 600001

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

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

AND WHEREAS we have agreed to give the supplier a Guarantee:

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

This guarantee shall remain valid until the ……..day of…………20__

Signature of Authorized Official with Seal

………………………………………………

Date………………………………. 202…

Address: …………………………………..

NOTE:

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

ANNEXURE–V

Pre-Contract Integrity Pact
(To be submitted on Non-Judicial Stamp paper)

PRE-CONTRACT INTEGRITY PACT

Between

Indian Bank hereinafter referred to as “The Bank’’

and

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

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for supply…………………. (Description of Goods and Services). The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s).

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

Section 1 – Commitments of the Bank

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

    a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

    b. The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

    c. The Bank will exclude from the process all known prejudiced persons.

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

Section 2 – Commitment of the Bidder(s)

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

    a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

    b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

    c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

    d. The Bidder (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers'' shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the ''Guidelines on Indian Agents of Foreign Suppliers'' is placed at Annexure.

    e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money deposit/ Bid Security.

2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the bidder(s) the liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.

2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.

3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.

4. The Bidder(s) acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.

5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder(s) as deemed fit by the Bank.

6. If the Bidder(s) can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may,

at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders

1. The Bidder(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Pre-Contract Integrity Pact, and to submit it to the Bank before contract signing. The Bidder(s) shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/Sub-vendors.

2. The Bank will enter into agreement with identical conditions as this one with all Bidders/Contractors.

3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)

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

Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders as confidential. He reports to the Authority designated by the Bank.

3. The Bidder(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Bidder(s). The Bidder(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders with confidentiality.

4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on

the contractual relations between the Bank and the Bidder(s). The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.

7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8. The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Examination of Books of Accounts

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

Section 11 – Other provisions

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

The parties hereby sign this Pre-Contract Integrity Pact at ………………………………… on……………………..

(For & On behalf of the Bank)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place……………………..	Place……………………..
Date ……………………..	Date ……………………..

Witness 1:	Witness 1:
(Name & Address)	(Name & Address)
Witness 2:	Witness 2:
(Name & Address)	(Name & Address)

ANNEXURE-VI

Non-Disclosure Agreement

This Agreement made at…………………., on this……………….day of …………….20…**BETWEEN**…………………………a company incorporated under the Companies Act, 1956 having its registered office at…………………….(hereinafter referred to as "……………." which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

INDIAN BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai - 600014 (hereinafter referred to as "**IB**" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

And are hereinafter individually referred to as party and collectively referred to as "the Parties". Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing 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 confidential information shall continue to remain confidential for a period of five years after expiry of contract.

Confidentiality obligations relating to Personal Data, customer information, credentials, security architecture and trade secrets shall survive for so long as such information remains confidential or protected by law.

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.

(For & On behalf of the Bank)	(For & On behalf of Bidder/Contractor)
(Office Seal)	(Office Seal)
Place ------------------	Place ------------------
Date ------------------------------	Date -----------------------

ANNEXURE -VII

Declaration for MSME Benefits

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

To

Deputy General Manager,
TMO/ Digitization cell,
6th Floor, Indian Bank, Head Office,
66 Rajaji Salai, Chennai – 600001

Dear Sirs,

Sub: Request for Proposal for Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank

Ref: Your RFP No. GEM/2026/B/7972585 dated 28/08/2026

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. GEM/2026/B/7972585 dated 28/08/2026 floated for Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

a) Exemption on submission of bid security

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

Yours Sincerely

For M/s___________________

Signature Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

ANNEXURE-VIII

Declaration On Procurement from a Bidder of a Country which shares a land border with India

(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING / CERTIFICATE ON ITS LETTERHEAD)

To Date:

Deputy General Manager,
TMO/ Digitization cell,
6th Floor, Indian Bank, Head Office,
66 Rajaji Salai, Chennai – 600001

Dear Sir,

Sub: Request for Proposal for Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank

Ref: Your RFP No. GEM/2026/B/7972585 dated 28/08/2026

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

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

ANNEXURE-IX

Pre-Bid Query Format

(to be provided in MS-Excel format)

Ref: RFP No. GEM/2026/B/7972585 dated 28/08/2026

Bidder's Name:

S. No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

ANNEXURE-X

Bidder's Experience

Ref: RFP No. GEM/2026/B/7972585 dated 28/08/2026

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

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

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

Ref: GEM/2026/B/7972585 Date: 28/08/2026

Annexure –XI

Proposed Team Members

Details of the proposed Team Members

Sl.	Name	Qualifications	Certification	Experience
1.				
2.				

CVs of the respective Team Members stating their Educational qualifications, Certifications and Experience must be provided.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:

ANNEXURE-XII

Turnover, Net Worth and P&L Details

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

Ref: RFP No. GEM/2026/B/7972585 dated 28/08/2026

(Amount in Rs.)

Financial Year**	Turnover	Net Worth	P&L Details

** details relevant to the last three audited financial years to be furnished.

Signature of Authorized Signatory Name:

Designation: Seal:

Date:

ANNEXURE-XIII

Bid Security Form

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

KNOW ALL PEOPLE by these presents that We………………… (name of bank) of ……………… (name of country), having our registered office at ………………..(address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of Rs………. for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the seal of the Bank this ………..day of _.

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Bank up to the above amount upon receipt of its first written demand, without the Bank having to substantiate its demand, provided that in its demand the Bank will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

(Signature of the Bank)

NOTE:

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

Ref: GEM/2026/B/7972585 Date: 28/08/2026

ANNEXURE-XIV

Undertaking Letter on the vendor's letterhead for Applicable Wages & Labour Laws

To Date

Deputy General Manager,
TMO/ Digitization cell,
6th Floor, Indian Bank, Head Office,
66 Rajaji Salai, Chennai – 600001

Dear Sir,

Sub: Request for Proposal for Engagement of AI Consultancy Services for AI strategy definition, capability assessment, use case finalization and enterprise AI / GenAI / Agentic AI implementation roadmap in Indian Bank

Ref: Your RFP No. GEM/2026/B/7972585 dated 28/08/2026

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

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

(Proof of compliance and supporting documents needs to be submitted along with the quotation)

Signature of Authorized Official

Name and Designation with Office Seal
Place:
Date:
Name:

ANNEXURE-XV

CHECKLIST FOR THE RFP

A. ELIGIBILITY CRITERIA

S. No.	ELIGIBILITY CRITERIA	DOCUMENTS TO BE SUBMITTED	SUBMITTED
1	The bidder must be a registered Company (Public / Private) / PSU / PSE / Partnership Firm / LLP in India as on RFP issuance date, registered with GSTN and the bidder must be in **business of consultancy services for at least 5 years** as on date of RFP.	I. GST registration certificate and Certificate of Incorporation issued by Registrar of Companies/ Partnership Deed. II. Copy of Purchase order(s)/ work order(s)/ satisfactory documentary proof evidencing consultancy assignments issued at least five or more years, prior to the RFP issuance date.	
2	The bidder must have a minimum average annual turnover **of Rs.100 crores** during the last three audited financial years, through Indian Operations. The net worth of the Bidder firm III. should not be negative as on 31st March of the latest audited financial year and also IV. should not have eroded by more than 30%	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for the last three audited financial years.	

	(thirty percent) in the last three years.		
3	The bidder should have provided minimum one consultancy service with minimum project duration of 6 months to at least one Scheduled Commercial Bank in India, having business mix of **₹1,00,000 Crore** at the time of business engagement as on 31.03.2026, in any of the following areas: • Digital transformation/ Business process transformation • AI & ML/ ML Ops/ Advanced Data Analytics related projects • Digital transformation/ business process transformation leveraging AI/ GenAI/ Agentic AI • AI Governance/ Public Cloud strategy/ Public Cloud Implementation/ AI in Public cloud.	Purchase order/ Work order/ satisfactory documentary proof clearly establishing the beneficiary institutions' identity, duration and scope of engagement.	
4	The Bidder should not have been blacklisted by any Government Dept. / PSUs/ BFSI etc. on the date of RFP. In case the bidder had been blacklisted by any of the above type of institutions earlier, the same must be removed on the	A Self- Declaration to be furnished by the Bidder on the company's letterhead duly signed and stamped by authorized signatory.	

	date of submission of the tender, otherwise bid would not be considered.		
5	The bidder should not be insolvent, in receivership, Bankrupt, or being wound up status on the date of issuance of RFP.	A Self- Declaration to be furnished by the Bidder on the company's letterhead duly signed and stamped by authorized signatory.	
6	The Bidder should neither have failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or judicial pronouncement or awarded against the Bidder or its Affiliates /Group Companies/member firms, nor from any project or agreement nor had any agreement terminated for breach by such Bidder or of its Affiliates/Group Companies/member firms.	A Self- Declaration to be furnished by the Bidder on the company's letterhead duly signed and stamped by authorized signatory.	
7	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of the Bank.	A Self- Declaration to be furnished by the Bidder on the company's letterhead duly signed and stamped by authorized signatory.	

B. TECHNICAL EVALUATION CRITERIA

S. No.	Evaluation Criteria	DOCUMENTS TO BE SUBMITTED	SUBMITTED
1.	Bidder must be a company registered or incorporated in India under the Companies Act, 1956/2013 or Partnership firm / LLP registered in India	GST registration certificate and Certificate of Incorporation issued by Registrar of	

	under Partnership Act 1932/2008 and providing consultancy services.	Companies/ Partnership Deed.	
2.	The bidder should have been engaged for consultancy/ implementation services in one or more areas of **digital transformation/ business process transformation leveraging AI/ GenAI/ Agentic AI** for BFSI Sector in India as on 31.03.2026.	A copy of Purchase order(s)/ work order(s)/ satisfactory documentary proof for each assignment is to be furnished by the bidder.	
3.	The bidder should have provided consultancy services with minimum project duration of 6 months to BFSI organizations in India, having business mix of **₹1,00,000 Crore** at the time of business engagement as on 31.03.2026, in any of the following areas: a. Digital transformation/ Business process transformation b. AI & ML/ ML Ops/ Advanced Data Analytics related projects c. Digital transformation/ business process transformation leveraging AI/ GenAI/ Agentic AI d. AI Governance/ Public Cloud strategy/ Public Cloud Implementation/ AI in Public cloud. Each assignment will be considered under one category only and will not be scored across multiple categories.	A copy of Purchase order(s)/ work order(s)/ satisfactory documentary proof for each assignment is to be furnished by the bidder.	

Ref: GEM/2026/B/7972585 Date: 28/08/2026

4.	Total No. of **Skilled Resources** having specialized expertise in Artificial Intelligence (AI)/ Machine Learning (ML)/ Advanced Data Analytics/ Generative AI/ Agentic AI/ Business Process Transformation/ Enterprise Architecture/ Cloud Technologies in India as on date of RFP	Documentary proof satisfying the criteria should be submitted by the bidder.	
5.	Approach & Methodology, Action Plan and Presentation of the bidder scored as below: 1 Proposed Team mix with skill set 2 Understanding the Scope of engagement and Key challenges 3 Approach methodology for use case identification and Implementation roadmap 4 Approach methodology of Business process re-engineering/ skill set training/ driving change management 5 Understanding of AI Governance framework in compliance to regulatory guidelines 6 Detailed project plan with milestones and timeframe for completion of different activities of the project	Methodology, Action Plan & Presentation	