

 इंडियन बैंक Indian Bank  इलाहाबाद ALLAHABAD		INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
RFP Ref: CO/R&GR/BASC/RFP-03/2025-26		



REQUEST FOR PROPOSAL (RFP)

for selection of Service Provider for Digital Health Care consultation through App for various Specific Schemes of Indian Bank

Date of issue of RFP	14.08.2025
Date of Pre-Bid Meeting (Online)	21.08.2025 at 3.00 pm
Last Date of request for Queries / Clarifications	21.08.2025 till 5.00 pm
Last Date for receipt of Eligibility & other Bidding documents as per RFP	08.09.2025 at 02.30 pm
Date and time of opening Eligibility & other Bidding documents as per RFP	08.09.2025 at 02.40 pm
Date and time of opening Commercial documents	08.09.2025 Immediately after finalizing Eligibility.

Issued By: INDIAN BANK

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 Indian Bank ALLAHABAD	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	

DISCLAIMER

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services.

The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of Indian Bank with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where ever necessary obtain independent advice. Indian 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. Indian Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

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RFP Details in brief

SI No	Tender Ref No	<u>RFP Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025</u>
1.	Brief Description of RFP	Selection of Service Provider for Digital Health Care consultation through mobile Application for various Specific Schemes of Indian Bank
2.	Date of issue of RFP	14.08.2025
3.	Bid related queries	Queries related to the bid can be addressed on the below email ID: To : co.rgr@indianbank.co.in CC: basc@indianbank.co.in
4.	Pre bid meeting (To be conducted online)	21.08.2025 at 3.00 pm
5.	Last date and time for submission of query by email on specific Email Id	21.08.2025 till 5.00 pm
6.	Last date and time for submission Of Eligibility and Bidding Document through physical mode.	08.09.2025 at 02.30 pm
7.	Date and Time of Opening of Eligibility Documents	08.09.2025 at 02.40 pm
8.	Date and Time of Opening of Commercial Documents	08.09.2025 Immediately after finalizing Eligibility.
10.	Place of opening of Bids	Indian Bank Corporate Office, Resources & Government Relationship Department, 254-260 Avvai Shanmugam Salai Royapettah, Chennai 600014.
11.	Address for communication and contact number	The Chief General Manager Indian Bank Corporate Office, Resources & Government Relationship Department, 2 nd Floor, 254-260 Avvai Shanmugam Salai Royapettah, Chennai 600014. 044-28134747

Note: The above mentioned dates are tentative and the bidder acknowledges that the Bank may revise these dates at its sole discretion. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids. If the date falls on a holiday, the bid shall be opened the next working day. Any change from the above shall be informed on our website.

Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bidder will be allowed any modification after submission of bids. No bidder shall be allowed to withdraw the bid.

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1. Introduction

Indian Bank is one of the leading Public Sector Banks having pan India presence. The Bank was established on 15th August 1907 as part of the Swadeshi movement and nationalized in July 1969. The bank came out with public offer in the year February 2007 and got listed on Stock Exchanges in India in the March 2007. As on 31.03.2025, the Government of India (GoI) holding is at 73.84%.

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

2. Objectives of the RFP

2.1 Bank intends to offer value added benefits of Online health care consultataion to its customers of various Specific Schemes of Indian Bank and their family members, as stated in **scope of work** of this document.

2.2 Indian Bank intends to issue this bid document, hereinafter called RFP, to eligible Service Providers in India, hereafter called as "Bidders or Vendors", to participate in the Competitive bidding for issuing Online Health Care consultation for customers of various Specific Schemes of Indian Bank and their family members as stated in **scope of work** of this document

2.3 All offers of the bidders shall be unconditional and once accepted whether with or without modifications by the Bank shall be binding between the Bank and such Bidder.

2.4 The bid submissions will be made in sealed bids to the address below:

The Chief General Manager

Indian Bank Corporate Office,

Resources & Government Relationship Department,

2nd Floor, 254-260 Avvai Shanmugam Salai

Royapettah, Chennai 600014.

2.5 Bank will not accept any deviations from the terms and conditions specified in the tender. Deviations could result in disqualification of the offer made by the vendor at the discretion of the Bank.

3. Eligibility Criteria

Only those bidders fulfilling the below mentioned criteria should respond to the tender:

- I. The bidder should be duly registered with National Health authority and having valid license as on date of submission of RFP for providing health care consultancy services through digital platform (Mobile Application) in India. Certified copy of the same to be submitted.
- II. The bidder should have a valid license to provide requisite Health Care consultation through digital Health Care Platform in that regard in their possession. The license should be valid for the period of coverage for the account holders provided by the Bank. Certified copy of the same to be submitted.
- III. Bidder should be a Public Sector Undertaking or a registered/ incorporated company in India under the Companies Act 1956 /2013 and having experience in Online / Digital Health Care consultation services in India during last 3 years (Certificate of incorporation is to be submitted) and is currently authorised / permitted by the Competent Authority, to provide all the services required by the Bank in this RFP and its subsequent Amendments / Corrigendum, if any. In case the bidder is a start-up or Micro and Small Enterprise, the bidder should be having experience in Online / Digital Health Care consultation services in India during last 2 years. Certificate of Incorporation to be submitted.
- IV. Company should have been permitted as per its Articles of Association (AOA) / Memorandum of Association (MOA) and authorised to carry out all services required by the Bank as per this RFP

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- document / its subsequent amendments and the bidder should be able to provide services of Health Care consultation through digital Health Care Platform, i.e. through Mobile App as required by the Bank.
- V. In case the current bidder company is a result of the merger/ acquisition/ takeover/buy/ purchase of business/ operations from other entity, at least one of the merged companies should have been in operation for at least 3 years as on 31.03.2025. In case the bidder is a start-up or Micro and Small Enterprise, the bidder should have been in operation for at least 2 years as on 31.03.2025.
 - VI. The bidder should have experience in providing the Digital Health Care service through digital Health Care Platform in atleast one Scheduled Commercial Bank / Public Sector Undertaking in India, during the last three (3) years, as on the date of this RFP. In case, the bidder is a start-up or Micro and Small Enterprise, Bidder should have experience in providing the Digital Health Care service through digital Health Care Platform in atleast one Scheduled Commercial Bank / Public Sector Undertaking in India. Bidder to provide Certificate cum Satisfaction Letter regarding their service in digital Health Care Platform, mentioning the years of experience, issued by such client(s), which is dated after the date of this RFP.
 - VII. The net worth of the Bidder firm should not be negative as on 31.03.2025 and also should not have eroded by more than 30% (thirty percent) in the last three years, ending on 31.03.2025 (i.e., FY 2022-23, 2023-24 and 2024-25), as per the relevant Audited Financial Statements. In case the bidder is a start-up or Micro and Small Enterprise (as per UDYAM Certificate) Copy of the audited financial statements along with profit and loss statement for corresponding years Certificate of the statutory auditor for the positive net worth to be provided.
 - VIII. The Bidder should have an annual Business Turnover of at least Rs.1.50 Crore in each of the last 3 Financial Years (i.e., 2022-23, 2022-2023 and 2024-25). In case, the bidder is a start-up or Micro and Small Enterprise, Bidder should have an annual Business Turnover of at least Rs.1.00 Crore in each of the last 2 Financial Years (i.e., FY 2022-2023 and 2024-25).
 - IX. Bidder shall have good rating as per reputed rating agencies like CRISIL / ICRA, etc and preferably possess currently valid ISO Certification. Self-attested copy of currently valid certificates to be submitted along with the Bid documents.
 - X. Bidder claiming benefits under Startup (should be registered with the Ministry of Corporate Affairs (MCA) for incorporation and then with the Department for Promotion of Industry and Internal Trade (DPIIT) under the Startup India scheme for recognition and benefits) / MSE, should provide copy of valid certificates issued by DPIIT and Udyam Registration Certificate, as applicable, along with the Bid document.
 - XI. The bidder should not be blacklisted by Government / Government Agency / Bank / Institution of India as on the date of the bidding. An affidavit, as per Annexure-K, on Non-Judicial Stamp Paper, as applicable for the State, duly Notarised, is to be submitted along with the Bid documents.

Note:

Bidder should submit proof in support of above-mentioned criteria while submitting the proposal. Bidders who do not fulfil the above criteria or who fail to submit proof will be rejected ab initio.

Only those bidders fulfilling all the above eligibility criteria will be short-listed for further evaluation. Bidders rejected having been found ineligible under the above parameters will not be separately informed and no further correspondence will be entertained by the Bank. Self-certified Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made along with tender. The Bank reserves the right to verify/evaluate the claims made by the bidders independently. All certificates, reference letter, undertaking should be in English, duly complete with signature, name and stamp of the issuing authority and their organization.

In case the company bidding is the new entity because of result of merger or takeover/ buy/ purchase of business/ operations from another entity then the earlier entity whose business/ operations new entity has taken over/bought/purchased should satisfy this criterion. Proof for the same must be submitted along with Bid document: duly certified by CA.

4. Scope of Work, Terms and Conditions

Bank intends for Selection of Service Provider for Digital Health Care consultation through App for various Specific Schemes of Indian Bank. Bank will award the tender/contract to the successful bidder and the bidder should deliver the service with following scope.

a)	Name	Indian Bank
b)	Address for Communication	The Chief General Manager Indian Bank Corporate Office, Resources & Government Relationship Department, 2 nd Floor, 254-260 Avvai Shanmugam Salai Royapettah, Chennai 600014.
c)	Coverage Period	1 year from the date of enrollment for the service.
d)	Tenor of contract	i. One year, which may be extended / renewed on yearly basis, for another two years, at Bank's discretion, with the consent of the successful bidder, based on the satisfactory services by the successful bidder, at the same rate quoted by the Bidder, at the time of Bid submission. ii. The contract will remain in force for the entire period of 1 year for those account holders & their family members for which payment is made, from the date of payment of Annual Subscription Fees. iii. The contract will be deemed completed only when all the services contracted by the Bank are implemented and provided along with the submission of associated reports / presentations / documentation provided to the Bank / Bank's employees and their dependents / beneficiaries of the facility, as per the requirements of the contract executed between the Bank and the Successful Bidder. iv. The Selected Bidder will not cancel the coverage mid-way till its expiry after receiving payments as per mutually agreed terms and conditions Rates quoted for the total number of customers under each variant of the product will remain unchanged for the entire period of coverage.
e)	Scope of Cover	i. Approximate number of account holders to be covered under online healthcare consultation, during the period of contract is 5,00,000. List of account holders shall be provided to the successful bidder on a monthly / on-going basis. ii. Health Care consultation through digital Health Care Platform, through user-friendly App to be provided by the Successful Bidder, for the customers of various Specific Schemes of Indian Bank. List of Account Holder Customers as provided by the Bank, on an on-going basis (monthly). iii. Account Holder and up to 4 family members of the Account Holder, all registered under one mobile number of the Account Holder and avail online healthcare consultation, through app to be provided by the Bidder. iv. No Age limit for Account Holder and his/her family members v. Language of communication for the App / digital Health Care Platform / Doctors, with the Account Holder and his/her family members, shall be English / Hindi / Local Language, as per the preference of the Customer. vi. Prescription of medicines to be provided in the App itself, with complete details of the consulting Doctor (like Name, Registration Number provided by the Competent

		Authority), name of the patient (Account Holder / Family members), diagnosis, name of medicines / alternate medicines, etc. vii. To provide Digital / Online Health Care consultation by Qualified / Certified Registered Medical Practitioners, with Competent Authority in India. viii. Digital / Online Health Care consultation on General Medicine / Gynecology, by General Physician / Gynecologist. ix. Unlimited Digital / Online Health Care consultation to be provided 24 X 7, during the Coverage Period of the Account Holder x. Digital / Online Health Care consultation to be provided through App and Doctors to provide such consultation through Audio and / or Video Calls, as per the choice of the Account Holder / family members. xi. At least one followup call within one week from the date of consultation, to be made by the Doctor, to the customer/ Account Holder / family members, during reasonable timings or if followup call is initiated by the beneficiary, it shall be attended by Doctor. xii. The services shall be made available to individuals on yearly basis against a payment of fixed premium, to be referred as Annual Subscription Fees, without incurring any additional cost. xiii. Successful bidder / Service Provider shall open a Current Account with any Branch of Indian Bank, for collection of the Annual Subscription Fees for the account holders of the Bank. Details of the account will be shared with the Bank. xiv. Bank will pay the Annual Subscription Fees for the account holders of the Bank, as per the quote submitted by the Successful bidder, on a monthly / on-going basis, to the Bank Account of the Successful bidder / Service Provider and send the list of account holders (Name, Mobile number) to be covered under online healthcare consultation facility. xv. Successful bidder / Service Provider shall issue stamped receipt for the amounts paid by the Bank to them, within 3 working days of receipt of funds. xvi. Upon receipt of list of accounts from the Bank, Service Provider, on the same day, will provide a secured mobile app, downloadable from secured / reliable mode and assist the account holder for availing the facilities, as per the terms of the RFP / amendments. xvii. Service Provider to ensure absolute satisfaction of the customer / account holders of the Bank / beneficiaries, with regard to the facilities availed by them, as per the terms of the RFP / amendment. xviii. Service provider shall provide the status report on the enrolment of the customers enrolled under the facility on a weekly basis / as and when required by the Bank, in the format / mode required by the bank.
f)	Terms and Conditions	i. Health Care consultation through online / digital Health Care Platform for customers under various Specific Savings Bank Scheme of Indian Bank, in Do It Yourself (DIY) mode (through mobile application) ii. The Health Care Consultation facility will be available for customer as per bank scheme mentioned above. iii. All consulting Doctors will necessarily be Qualified / Certified Registered Medical Practitioners, with Competent Authority in India iv. The Bidder should have a dedicated team of sufficient number of licensed in-house Doctors (Minimum qualification MBBS), registered practitioners and other infrastructure to cater to the requirements of the Bank, as per the terms of this RFP / its Addendum / Amendments / Corrigendum v. The successful bidder shall provide necessary guidance / support to the account holders of the Bank (as provided by the Bank) for registering them / availing the facility through the app, end-to-end. vi. The quoted rate per account holder will remain unchanged for the entire period of coverage. vii. Addition/Deletion of the members will be done on monthly basis. Bank will share the data by 10th of next month and online consultation to be provided for next one year, from the date of sharing the accounts / payment of Annual premium fees.

		viii. The assessment and evaluation of problems shall be made by a professional Medical Practitioner (Doctor), Registered with the competent authority, with valid qualifications / certifications, permitted to carry out such consultations, who is trained and skilled in assessing specific problem areas including but not limited to substance abuse (drugs and alcohol) and marital, family, emotional or psychological difficulties ix. Upon request, the Selected Bidder shall provide or make a referral to a regional language speaking service provider, wherever possible x. The Selected Bidder to ensure to maintain a toll free telephone number access on a 24 X 7 and ensure availability of all the facilities, as per the scope of this RFP / amendment, to the account holders of the Bank (as provided by the Bank) / beneficiaries, with an uptime of 99.5%. xi. Turn Around Time for online consultation with the Doctor should not be more than 15 minutes from the time of request by the beneficiary and the status of the call (like within how much time in minutes, consultation with the required Doctor will be made available to the beneficiary, etc.) shall be made available in the app provided by the bidder / service provider. xii. Bank will pay the Annual Subscription Fees for per account holder at the time of enrolment and provide the list of such account holders of the Bank to the successful bidder / Service Provider. The service provider should not collect any amount from the customer / account holder / beneficiary of the facility, directly / indirectly. Any such instance will be treated seriously by the Bank and Bank may take any action, deemed fit, against the service provider. xiii. All admissible consultations / claims as per the scope of the RFP / its Amendments, will be honoured by the service provider. Bank shall have no liability whatsoever in respect thereof. xiv. All the guidelines issued by competent authorities, for providing the requisite services to the Bank, under this RFP, including Medical Council of India, Directorate General of Health Services (DGHS), National Health Authority (NHA), Ayushman Bharat Digital Mission (ABDM), respective State Health Agencies (SHAs), Ministry of Health and Family Welfare, IRDAI, Govt. of India, State Governments, etc. are to be complied with by the bidder xv. Bidder/Service Provider is responsible / liable for meeting the security standards or desired security aspects of the Digital Personal Data Protection Act, 2023 (DPDP Act), any guidelines issued by the Government, RBI, Regulators, ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy, etc. Bidders should ensure Data Security and protection of facilities/application managed by them. xvi. Coverage period begins from the date of receipt of Annual Subscription Fees / Details of account holder, from the Bank xvii. The contract will remain in force for the entire period of coverage, for those account holders & their family members for which payment is made, from the date of payment of Annual Subscription Fees. The Selected Bidder will not cancel the coverage, mid-way till its expiry, after receiving payment. xviii. If the bank is made party in legal processing related to any service dispute, Selected Bidder shall implead itself in such proceedings and shall contest the case and ensure that the bank is protected and indemnified. xix. Bank reserves the right to continue or discontinue the scheme. xx. Successful bidder / Service Provider should provide online / digital health care consultation to the specified account holders / customers of the Bank / beneficiaries, right from the date on which they are enrolled with the Service Provider / payment of Annual Subscription fees / sharing of details of the account holder by the Bank with the service provider, i.e., the Online mobile application, other technical requirements, qualified Doctors, complete infrastructure, etc. required for such health care consultation must be readily available with the Service Provider well in advance /
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		before entering into agreements with the Bank, for immediately availing the benefits by the beneficiaries. xxi. Selected Bidder shall provide the grievance redressal mechanism along with complete grievance escalation matrix, along with name of the contact person, his/her mobile numbers, email id, etc. for handling grievances. xxii. The Selected Bidder shall provide the portal access to Bank for getting the real-time details on number of customers availing the service. For maintaining the confidentiality, the customer Name etc. should be in masked state. xxiii. The role of Bank will be limited to the extent of providing the details of the Bank's customers, like Name, Mobile number to the successful Bidder and payment of the amount for online health care consultation only. For any other requirement successful bidder has to take up directly with the customer. xxiv. Further, Bank reserves the right to modify/ alter the scope of work every year through mutual consent even after selection of the successful bidder xxv. Successful bidder / Service Provider should ensure that all licenses / approvals / standards required / relating to the Mobile Application (software, hardware, etc.) for providing Online / Digital health care consultation, as per the terms of the RFP / its Addendum / Amendments / Corrigendum are live / active, as on date and will continue to be live / active, throughout the period of contract / extension / renewals with the Bank. xxvi. All necessary renewals / procurements, if any, required for the providing uninterrupted services to the Bank, as per the terms of the RFP, to all the beneficiaries as mentioned in this RFP, are / will be completely taken care by the Service Provider, without giving room for any customer complaint / non-compliance under any law / directions / guidelines issued by competent / appropriate authorities like, Central / State Government(s) / RBI / IBA / any other Regulator, from time to time. xxvii. Any penalty / restriction levied on our firm by any competent authority / regulator will be paid / handled by the Service Provider and should ensure that the same will not affect any service to be provided to the Bank / beneficiaries, as per the terms of the RFP / its Addendum / Amendments / Corrigendum, during the period of contract / extension / renewals with the Bank. xxviii. Successful bidder / Service Provider should ensure / confirm that they have met all the eligibility criteria for the RFP and assure / ensure that the same will be maintained without exception during the period of contract / extension / renewals with the Bank. xxix. Successful bidder / Service Provider should ensure / confirm that all the Terms and Conditions mentioned in this RFP / its Addendum / Amendments / Corrigendum are completely complied by them and assure / ensure that the same will be complied with at all times during the period of contract / extension / renewals with the Bank.
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5. Modes of Counselling:

To cater the needs of the customers seeking help, the service provider shall provide the following Modes of Counselling:

- **Online video / audio conference with professional, counsellors through appointments,**
- **24 x 7 Helplines (toll-free number),**
- **Online chat platforms**
- **Virtual Assistant (assistance provided from a remote location)**
- **Interactive apps and online portal for booking appointments**

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The aforesaid interactive applications and other channels will provide greater accessibility to customers in booking appointments, counselling, remote counselling over toll-free number, personal chatting and flexibility in choosing the counsellors.

The services provided by the counsellors to the customer will be confidential in nature, where the details regarding the customers as well as their issues shall not be disclosed for any purpose and shall be kept confidential.

6. Proposal Process Management

- 6.1 Bank reserves the right to accept or reject any or all proposals, to revise the RFP, to request one or more re- submissions from all bidders or clarifications from one or more bidders, or to cancel the process in part or whole. All claims for functional/technical delivery made by the bidders in their responses to the RFP shall be assumed as deliverable within the quoted financials.
- 6.2 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Bank will, in no case be responsible or liable for those costs.
- 6.3 Details of the Independent External Monitors is available in the Bank's Website.

7. Overview of Evaluation Process

- 7.1 Eligibility documents and Commercial Bid to be submitted by bidder as per stipulated date/time, address and the manner as mentioned above in this document.
- 7.2 The bidders to appoint one representative to act as executive representative (SPOC-Single Point of Contact) of the bidder for all future correspondence, bidder to provide contact details of such a representative.
- 7.3 The Bank reserves the right for modification in mode of submission of the bids. The same shall be uploaded on the Bank's website by way of Addendum / Amendments / Corrigendum.
- 7.4 The bids will be opened as per tender schedule as mentioned above, at location of the bank and the same will be opened in front of the respective authorised executive representatives of the bidders, who are physically present at that time / place of opening of the Bids.
- 7.5 In the event of the specified date of bid opening being declared a holiday for the Bank, the bids shall be opened at the appointed time and place on next working day.
- 7.6 Contingent to the eligibility criteria being met, the bidder's official submission will be taken into consideration with immediate disqualification in case of any discrepancy in that regard.
- 7.7 Bank reserves right to ignore any minor discrepancy in the documents submitted by the bidder (which may not lead to disqualification of the bidder) and may even ask the bidder to submit any document / additional document / supporting document, etc., if required by the Bank, at any point of time, during the RFP process, which may become a part of the Bid Document, which shall be binding on all the bidders.
- 7.8 The bidders who qualify as per eligibility in totality will only be eligible for the commercial bid opening thereafter.
- 7.9 The L1 bidder/s will be determined on the basis of lowest price quoted for the service to be provided to the Bank, as per the terms of the RFP / amendment. If more than one bidder qualifies as L1, then the decision of the Bank will be final in this regard. The Bidders quoting higher rate, next to the L1 bidder (in the ascending order of the commercial quote), will be termed as L2, L3, and so on. Decision of the Bank will be final.
- 7.10 Bank may enter into contract with the L1 bidder and enrol its customers with such Bidder for availing the facilities as per the terms of the RFP / amendments.

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- 7.11 If the services of the Successful Bidder is not satisfactory / refuses to fulfill all the specific requirements as per the terms of the RFP/amendments, Bank at its own discretion, during the RFP process / period of contract with the successful bidder, may negotiate with L2 bidder, L3 bidder and so on, to match the rate quoted by the L1 bidder and may take any action deemed fit, against the defaulting Bidder, including reporting to the appropriate authority, blacklisting of the bidder, etc.
- 7.12 The L1 winning bidder(s) / selected bidder(s) shall undergo due process to commence the intended service, including execution of agreements, etc., within the timelines stipulated by the Bank, failing which Bank at its own discretion may take any action deemed fit, including, taking up with the next ranking bidder, for further course of action.

8. Language of Bid

The language of the bid response and any communication with the Bank must be written in English only. Supporting documents provided with the RFP response can be in another language so long as it is accompanied by translation in English, duly attested by the bidder in which case, for purpose of evaluation of the bids, the English translation will govern. No overwriting or pen lineation is acceptable.

9. Documentation Process:

9.1(a) **The Eligibility documents as per Annexure: B–** The Documents as per the eligibility criteria should be complete in all respects and contain all information asked for in these documents. (Supporting documents should be attached) .However It should not contain any price information.

9.1(b) **Annexure C** undertaking by the bidder.

9.1(c) **Annexure D,G,I,J &K** are to be submitted as per format prescribed by the bank.

9.1(d) For participation for service of Health Care consultation through digital Health Care Platform - **The quote slip** to be submitted as per **Annexure E & Commercial Bid: As per Annexure F**

9.2 The aforementioned documents should be submitted on the bidders' letter head and should bear the bidders' seal along with the name, designation & signature of the Authorized Signatory of the bidder.

9.3 The bidder should ensure that all the annexures are submitted as prescribed by the Bank. **In case it is not in the prescribed format, it is liable to be rejected.**

9.4 The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or based on stability, capabilities, track records, reputation among users and other similar features of a bidder.

9.5 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any, at any time prior to completion of evaluation of technical bids from the participating bidders. Notification of amendments/corrigendum will be made available on our website at www.indianbank.in and will be binding on all bidders .No separate communication will be issued.

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

9.7 The bank reserves the right to drop/Cancel the RFP process any time.

10. Commercial Bid

The Commercial bid must be submitted as provided for in the template attached as **Annexure F**.

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Opening of the commercial bids will be subject to the vendors getting shortlisted on the basis of eligibility evaluation.

11. Summary of Proposal Format

The RFP should be submitted in two separate sealed envelopes.

Sealed Envelope 1: All the below annexures to be submitted:

- i. Documents pertaining to Eligibility criteria (**Annexure B**)
- ii. Undertaking By the Bidder (**Annexure C**) on Non-Judicial Stamp Paper, as applicable for the State, duly Notarised
- iii. Organisation Snapshot (**Annexure D**)
- iv. A Two page **write up about the firm**, its presence across the country, highlighting its strengths.
- v. **Write up about individual Directors and Key Persons** of the firm (not exceeding 1000 words per person)
- vi. Integrity Pact (**Annexure I**)
- vii. Letter of authorization on company letter head for authorized signatories (**Annexure J**)
- viii. Affidavit-not blacklisted (**Annexure K**) - on Non-Judicial Stamp Paper, as applicable for the State, duly Notarised
- ix. Complete **Manual of the App for Online Healthcare Consultation**, with Screenshots and all applicable scenerios

Envelope containing the above annexures should have the name of the bidder mentioned on the envelope and titled according to the bidding submission from the bidder as– **“Eligibility documents** Health Care consultation through digital Health Care Platform for various Specific Schemes of Indian Bank.

Sealed Envelope 2: All the below annexures to be submitted

- Quote Slip (for service of Health Care consultation through digital Health Care Platform) (**Annexure E**)
- Commercial Bid (for service of Health Care consultation through digital Health Care Platform) (**Annexure F**)

Envelope containing the above annexure should have the name of the bidder mentioned on the envelope and titled as – **“Commercial bid for service of** Health Care consultation through digital Health Care Platform for various Specific Schemes of Indian Bank.

12. Proposal Ownership

The proposal and all supporting documentation submitted by the bidders shall become the property of the Bank unless the bank agrees to the bidder's specific requests, in writing, that the proposal and documentation be returned or destroyed after bid validity period.

13. Rejection of Bids

The Bid is liable to be rejected if:

- 13.1 The document does not bear signature of authorized person in each page and is not duly stamped.
- 13.2 It is received through Fax/E-mail/ post/courier.
- 13.3 It is not sealed.
- 13.4 It is received after expiry of the due date and time stipulated for Bid submission.
- 13.5 It is Incomplete including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP)
- 13.6 It is evasive or contains incorrect information

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- 13.7 Any form of canvassing / lobbying /influence/ query regarding short listing, status etc. is made.
- 13.8 It does not comply with all the points mentioned in the scope of work. Noncompliance of any RFP clause will lead to rejection of the bid.
- 13.9 Bids not containing the requisite Annexures as per point no 10.
- 13.10 Rejection of Bids or disqualification of Bidder/selected Bidder can be done at any point of time. In case any information found to be incorrect/incomplete/others and Bank may take any action against that bidder, deemed fit

14. Bidder's Liability

The Bidder's liability in case of claims against the Bank resulting from misconduct or negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

15. Modifications and/or Withdrawal of Bid

- 15.1 No bid will be allowed to be submitted or modified after the deadline for submission of bids.
- 15.2 No bid shall be withdrawn in the intervening period between deadlines for submission of bids.
- 15.3 No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.
- 15.4 Only one bid is to be accepted for service of Health Care consultation through digital Health Care Platform, no change permitted.
- 15.5 All Proposals shall be valid for a period of 180 days from the last date of submission. Bank will make its best effort to complete the process within the specified period. However, should the need arise, the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals. Under such circumstances, Bank may not consider such proposals for further evaluation.

16. Price

During entire Tenor of Contract / Coverage period from date of payment of Annual Subscription Fees, there shall be no increase in premium, for any reason. Any standard clause in any document pertaining to increase of premium / Annual Subscription Fees or modification or alteration of RFP terms and conditions shall not be accepted during the coverage period.

17. Notification of Award

After selection of the successful bidder and after obtaining internal approvals, the Bank will send Notification of Award /Purchase Order to the selected Bidder. Bank reserves the right to negotiate with L1 / Successful Bidder(s) on pricing after allotment of tender anytime during the tenure of the contract.

18. Amendments to Bidding Documents

- a. Bank reserves the right to alter the RFP terms and conditions at any time before submission of the bids.
- b. Any Addendum / Amendment / Corrigendum to this RFP, published by the Bank, is to be treated as a part and parcel of this RFP document.
- c. Prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from the prospective Bidders, modify the RFP contents/ covenants by amendment. Clarification amendment, if any, will be notified on Bank's website www.indianbank.in. No individual communication would be made in this respect.

19. No Commitment to Accept Lowest or Any Tender

- a. The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice.
- b. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of suitability, capabilities, track records, reputation among users and other similar credentials of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder.

20. Governing Law and Disputes

The selected Bid shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts / Tribunals in Chennai.

21. Confidentiality

- a. The selected bidder shall ensure strict confidentiality of the details, including contacts, medical history, etc. of customers / beneficiaries / account holders / clients / claimants of the bank.
- b. This document contains information confidential and proprietary to the Bank. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidders, premature termination of the contract, and / or legal action against the bidders for breach of trust.
- c. The bidder (and his employees) shall not, unless the Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.
- d. The bidder, his employees and agents shall not, without prior written consent from the Bank, make any use of any document or information given by the Bank or its Authorized personnel, except for purposes of performing the contract award.
- e. In case of breach of confidentiality terms by a bidder, the Bank may take such legal action as it may be advised or deemed fit.

22. Clarifications

All queries and clarifications regarding the RFP must be sent to the following e-mail id: basc@indianbank.co.in and CC to : co.rgr@indianbank.co.in with subject ***"RFP Clarifications – for providing service of Health Care consultation through digital Health Care Platform for various Specific Schemes of Indian Bank, as per the date given in the schedule of events of this RFP document."***

PRE-BID QUERY FORMAT

Sl. No.	Section No. and its Heading	Clause Reference No.	Page No.	Existing RFP Text	Query Details

Any query relating to this RFP, raised in any mode / format, other than as mentioned above, shall not be entertained by the Bank.

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Bidders are requested to visit our Banks website site for clarifications and other communications if any.

23. Arbitrations

All disputes and differences of any kind whatsoever arising out of or in connection shall be referred to arbitration by sole arbitrator appointed by the parties by mutual consent. The decision of the arbitrator shall be final. Such arbitration shall be governed by the provisions of Indian Arbitration and Conciliation Act 1996. All arbitration proceedings shall be at Chennai and language of Arbitration shall be English. Submitting to arbitration may be considered as an additional remedy and it does not preclude Parties to seek redressal/other legal recourse.

24. Jurisdictions

Notwithstanding anything contained herein above, in case of any dispute, claim and legal action arising out of this RFP, the parties shall be subject to the jurisdiction of courts / tribunal at Chennai.

25. Errors and Omissions

Each bidder should notify the Bank of any error, fault, omission or discrepancy found in this RFP document, but not later than five business days after publication of the RFP/ amendment/ corrigendum (if any).

26. Severability

If any provision of this RFP/ contract or any other agreement or document delivered in connection with this RFP/ contract, if any, is partially or completely invalid or unenforceable in any jurisdiction, then that provision shall be ineffective in that jurisdiction to the extent of its invalidity or unenforceability, but the invalidity or unenforceability of that provision shall not affect the validity or enforceability of any other provision of this RFP/ contract, all of which shall be construed and enforced as if that invalid or unenforceable provision were omitted, nor shall the invalidity or unenforceability of that provision in one jurisdiction affect its validity or enforceability in any other jurisdiction.

27. Corrupt and Fraudulent Practices

- i. As per Central Vigilance Commission (CVC) directives, it is required that bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this RFP, without indulging in any corrupt practice.
- ii. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.
- iii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- iv. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- v. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract. The decision of Bank in determining the above aspects will be final and binding on all the bidders. No bidder shall contact through any means of communication to the Bank or any of its employees on any matter relating to its Bid, from the time of Bid opening to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Bank, it may do so in writing.

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28. Vicarious Liability

The selected bidder shall be the principal employer of the employees, agents, contractors, sub- contractors, etc., engaged by the selected bidder and shall be vicariously liable for all the acts, deeds, matters or things, 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 selected bidder, for any assignment under the contract.

All remuneration, claims, wages dues, etc., of such employees, agents, contractors, sub-contractors, etc., of the selected bidder, shall be paid by the selected bidder 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 selected bidder's employees, agents, contractors, subcontractors, etc.

The selected bidder 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 selected bidder's employees, agents, contractors, sub-contractors, etc.

29. Engagement Tenure

- Tenor of Contract is for One year, which may be extended / renewed on yearly basis, for another two years, at Bank's discretion, subject to annual review, with the consent of the successful bidder, based on the satisfactory services by the successful bidder, at the same rate quoted by the Bidder, at the time of Bid submission and as per mutually agreed terms and conditions.
- The coverage period for the already enrolled account holders, will remain in force for the entire period of coverage, for those account holders & their family members, for which payment is made, from the date of payment of Annual Subscription Fees.
- The contract will be deemed completed only when all the services contracted by the Bank are provided and implemented along with the submission of associated reports / presentations / documentation provided to the Bank / Bank's employees and their dependents, as per the requirements of the contract executed between the Bank and the Successful Bidder.
- The Selected Bidder will not cancel the contract / coverage mid-way till its expiry after receiving payment as per mutually agreed terms and conditions Rates quoted for the total number of customers under each variant of the product will remain unchanged for the entire period of coverage.
- Bank reserves the right to terminate the agreement with the service provider any time, even before completion of one year.

30. Compliance with Statutory and Regulatory Provisions

It shall be the sole responsibility of the Vendor to comply with all Statutory, Regulatory & Laws of the Land and provisions while delivering the services mentioned in this RFP.

31. Indemnity

Indemnity from liability arising from the services rendered by the service provider : The Bank shall not be responsible for any shortcomings, issues, complaints with respect to services provided by the successful bidder under the contract. Further, the successful bidder shall indemnify the Bank from any liability arising from the services rendered by them.

The selected vendor must undertake to indemnify Indian Bank and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract. The selected vendor shall have to undertake to indemnify Indian Bank and its officers, employees, and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor of, any license issues arising out of the execution of this contract.

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The Bidder / contractor should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the Bank arising out of breach of Contract obligations under this arrangement by the Bidder / contractor etc.

Further, the selected bidder shall irrevocably indemnify the Bank against all actions, suits, claims, proceedings, losses, damages, liabilities, counterclaims, penalties, costs and expenses (including advocates' fee and court costs and expenses incurred by the Bank, if any, for enforcement of this indemnity) whatsoever which may be incurred or suffered by the Bank due to repudiation of claims by Customers or due to any matter connected with the agreement.

32. Performance Security :

Successful Bidder will be required to submit performance security in the form Bank Guarantee issued by any Scheduled Commercial Bank, in India (other than from Indian Bank), for **Rs.25 lakhs (Rupees Twenty Five lakhs only)**, issued on or after the date of selection as Successful Bidder, with validity period (expiry) of 48 months from the date of issue and Claim date 12 months from the validity/expiry date.

Performance Security shall be as under:

- i. Within 15 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security, in original, as mentioned above, in the format enclosed (**Annexure-A**). Relaxation if any, extended by GOI/ competent authorities for furnishing performance security shall be passed on to eligible bidders.
- ii. Authorised SFMS (Structured Financial Messaging System) for the Bank Guarantee must be sent by the issuing Bank to Indian Bank, Harbour Branch, Chennai-600 001, IFSC: IDIB000H003 on the same date of issue of Bank Guarantee. The Successful Bidder has to ensure the same and confirm the Bank. While executing Contract / Agreements with the Bank, the Successful Bidder must submit a copy of the SFMS.
- iii. The performance security submitted by the successful bidder may be invoked by the Bank, either in full or part, as compensation for any loss resulting from the Successful bidder's failure in completing their obligations / any other claim under the Contract / any breach of contract / termination due to non-performance.
- iv. The performance security will be discharged by the Bank and returned to the successful bidder / service provider, in thirty (30) days from the date of written request from the Service Provider, after successful completion of all the obligations under the Contract.
- v. 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 Bank may take any action deemed fit against the successful bidder and / or proceed with the next course of action, as per Bank's norms.

33. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as: -Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics, etc. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos, Terrorist attack, public unrest in work area, etc.

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any

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force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survive termination of the contract.

34. Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post then on expiry of seven days from the date of posting.

35. Defaults, Breaches, Termination, and Closure of Contract

a) Defaults and Breach of Contract

In case the selected bidder/contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Bank / Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- i. Default in Performance and Obligations: If the selected bidder /contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Bank / Procuring Entity.
- ii. In case of successful Bidders revokes / cancel their Bid / varying any of the terms in regard thereof without the consent of the Bank in writing.
- iii. Insolvency: If the selected bidder /contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- iv. Liquidation: If the selected bidder /contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager

b) Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the selected bidder /contractor, giving 15 days notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the selected bidder /contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

c) Terminations

- i. Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within 15 days of its issue as per sub-clause above, the Bank / Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the selected bidder /contractor / Service Provider, terminate the contract in whole or in part, without compensation to the contractor / Service Provider.
- ii. Termination for convenience: Bank, without any reason Bank may terminate the contract / agreement with successful bidder/service provider, during the tenure of contract/renewed period, without needing to prove/justify any reason to the successful bidder/service provider, by giving atleast one month notice in writing and may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the bank's convenience, the extent to which the performance of the Successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.

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- iii. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Bank / Procuring Entity after that.
- iv. Unless otherwise instructed by the Bank / Procuring Entity, the selected bidder /contractor shall continue to perform the contract to the extent not terminated.
- v. All Defect Liability obligations, if any, shall continue to survive, despite the termination.

d) Contractual Remedies for Breaches/ Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Bank / Procuring Entity shall take one or more of the following contractual remedies.

- i. Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- ii. Call back advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- iii. Recover liquidated damages, invoke the performance security submitted by the successful bidder / service provider and invoke denial clause for delays.
- iv. Prefer with the Service Provider for all pending dues / claims / any dispute.
- v. Terminate Contract for default, fully or partially including its right for Risk-and- Cost Procurement as per following sub-clause.
 - **Risk and Cost Procurement:** In addition to termination for default, the Bank / Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the contractor / Service Provider. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor / service provider shall be liable for any loss which the Bank / Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor / service provider shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Bank / Procuring Entity. It shall not be necessary for the Bank / Procuring Entity to notify the contractor / Service Provider of such procurement. It shall, however, be at the discretion of the Bank / Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Services that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

- vi. Initiate proceedings in a court of law/tribunals in Chennai for the transgression of a law, tort, and loss, not addressable by the above means.

36. Assignment of Services

- i. The selected bidder / contractor / service provider shall not, save with the previous consent in writing of the Bank / Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- ii. The selected bidder / contractor / service provider shall notify the Bank / Procuring Entity in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract.
- iii. If the selected bidder / contractor / service provider sublets or assigns this Contract or any part thereof without such permission, the Bank / Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

37. Appointment of External Consultant

The bank reserves the right to appoint or take help of an external consultant without any objection of the bidder.

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38. Limitation of liability

The aggregate liability of the parties under this document shall be limited to a maximum of the following: In the following circumstances limitation of liability shall not apply and the bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank: -

- (i) Breach of the confidentiality terms.
- (ii) Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- (iii) Liability of the Bidder / Successful Bidder / service provider in case of gross negligence or willful misconduct attributable to the Successful Bidder / service provider while providing services under the Agreement to be executed between the parties.
- (iv) Liability of the Bidder / Successful Bidder / service provider in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under the Agreement to be executed between the parties.

The liability of the bidder / Successful Bidder / service provider shall continue even within one year of the expiry of the term of the Agreement to be executed between the parties where cause of action has arisen during the tenure of the Agreement.

The amount of loss, damages suffered by the Bank in the above case shall be determined by the Bank at its sole discretion and the same shall be final, conclusive and binding upon the bidder. The Bank may recover such loss/damage together with costs, expenses, charges, interest, etc. from the bidder / Successful Bidder / service provider, from any amount payable by the Bank to the bidder or by debit to any of the accounts of the bidder with the Bank apart from initiating legal process for recovery of the loss and/or damage caused to the Bank.

39. Submissions of Bids

The bidders have to submit bids physically in sealed cover at the following address on or before date and time mentioned in this document / Amendments.

To
The Chief General Manager
Indian Bank Corporate Office,
Resources & Government Relationship Department,
2nd Floor, 254-260 Avvai Shanmugam Salai
Royapettah, Chennai 600014.

40. General Terms and conditions:

- i. All bid documents should be submitted in original only.
- ii. All documents to be signed in full by the authorized signatory of the firm/company with Name, Designation, Date, Place along with seal of the firm/company in all pages without fail.
- iii. The Service Provider should ensure that all the mandatory licenses to be maintained by them as per the extant regulations of Govt. / IRDAI / RBI / IBA / any other regulatory authority of the Country are valid during the period of contract / subsequent renewals / extensions, with the Bank
- iv. All Documents submitted should be properly page numbered, must be intact (No loose sheets allowed)
- v. Proper indexing of all documents submitted must form a part the bid document (in the beginning of the document).
- vi. If bidder is classified as MSME, then submit copy of the certificate issued by competent authority with validity as on the date of opening of the bid
- vii. All documents required as per this RFP are to be submitted in full, which are complete in all means, in a single lot. Submission of documents in parts is not permitted.

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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- viii. Bank reserves right to reject any bid which is submitted with discrepancies/ incomplete, at any point of time during the RFP process.
- ix. If any information provided by the bidder / insurer, in the bid documents or otherwise, at any point of time found to be incorrect, Bank may take any action deemed fit by the Bank, against the bidder / insurer, as per the Law, which is binding on the bidder / insurer firm / company.
- x. All the pages of this RFP along with its Annexure, formats/ Addendum / corrigendum/ Amendments / replies to queries, as published in Bank's website are to be signed by the authorized person of the bidder, along with seal of the firm and should be submitted as a part of the bid document.
- xi. The RFP / Bid document to be read / understood in full along within all annexures, Amendments/ corrigendum, replies to queries (in writing), if any.
- xii. The Service Provider shall submit audited Financial Statements / any other document, as and when required by the Bank, during the period of contract / subsequent renewals / extensions, with the Bank.
- xiii. Addition/Deletion of the members will be done on monthly basis / ongoing basis, at the sole discretion of the Bank, which is binding on the Service Provider.
- xiv. Coverage period for the Bank's account holders by the Service Provider should be valid for the entire coverage Period, from the date of enrolment / coverage, even if the contract period / extended period / renewed period with the Bank has expired. Service Provider is bound to abide by the terms of the Contract / Policies / cover, issued by them, including any reports / claims, during this period.
- xv. Bank gives no guarantee for minimum number of account holders of the Bank to be covered. Master coverage document shall be issued in the name of the Bank, on actual number of accounts which will be declared by the Bank at the time of commencement of the cover. Bank will send the list of account holder to be covered under the specified coverage and the Service Provider will cover all such account holders mentioned by the Bank, without exception, under the specified coverage. Service Provider will send confirmation to the Bank, within the 3 days from the date of receipt of Annual Subscription Fees / List of accounts.
- xvi. None of the formats provided (RFP/ Amendments/ corrigendum/addendum / contract / agreement, etc.) by the bank should be altered /corrected by the bidder during bid submission, without prior written approval / confirmation from the bank.
- xvii. All expenses in respect of bid submission, execution of required agreements, etc., relating to this RFP is to be borne by the bidder only.
- xviii. Bidder to avoid usage of Abbreviations in the documents submitted by them. If any abbreviation is used for unavoidable reasons, the same should be elaborated in the beginning of the document clearly.

41. No Rights 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. 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.

43. AUDIT AND INSPECTION

'Bidder' shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank / the terms of this RFP, 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 'Successful Bidder', at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the 'Successful Bidder' related to this RFP and cause inspection.

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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ANNEXURE-A

Performance Security Format

Bank Guarantee No. _____

Date: _____

To

Date:

The Chief General Manager

Indian Bank Corporate Office,
Resources & Government Relationship Department,
254-260 Avvai Shanmugam Salai
Royapettah, Chennai 600014.

Dear Sir,

WHEREAS (Name of Service Provider) hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No..... dated

..... to.....(Services) (hereinafter called “the Contract”).

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total sum of Rs.....

(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without any demur, cavil or protest, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20__ and Claim date _____

Signature of Authorized Official with Seal

Date.....202...

Address:

.....

NOTE:

1. Service Provider should ensure that seal and code no of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank Guarantee issued by a scheduled commercial Banks located in India and shall be on a Non-Judicial Stamp Paper of requisite value.
3. Authorised SFMS for this Bank Guarantee must be sent by the issuing Bank to Indian Bank, Harbour Branch, Chennai-600 001, IFSC: IDIB000H003 on the same date of issue of Bank Guarantee.

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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ANNEXURE B

Eligibility Criteria Compliance RFP Ref: CO/R&GR/BASC/RFP-03/2025-26

Sl. No	Description	Complied with Statement (Yes/No)	Proof Attached
1.	The bidder should be duly registered with National Health authority and having valid license as on date of submission of RFP for providing health care consultancy services through digital platform (Mobile Application) in India. The bidder should have a valid license to provide requisite Health Care consultation through digital Health Care Platform in that regard in their possession.		Certified copy of the License to be submitted
2.	Bidder should be a PSU or a registered/ incorporated company in India under the Companies Act 1956 /2013 and having experience in Online / Digital Health Care consultation business in India during last 3 years (Certificate of incorporation is to be submitted) and is currently authorised / permitted by the Competent Authority, to provide all the services required by the Bank in this RFP and its subsequent Amendments / Corrigendum, if any. In case the bidder is a start-up or Micro, Small Enterprise should be having experience in Online / Digital Health Care consultation business in India during last 2 years. Certificate of Incorporation to be submitted		Certificate of incorporation is to be submitted
3.	Company should have been permitted as per their Articles of Association (AOA) / Memorandum of Association (MOA) and authorised to carry out all services required by the Bank as per this RFP document / its subsequent Amendments / Corrigendum. The bidder should be able to provide service of Health Care consultation through digital Health Care Platform, i.e. through Mobile App as required in this RFP/ Amendments/ Corrigendum, if any.		Declaration as per Annexure-C
4.	In case the current bidder company is a result of the merger/ acquisition/ takeover/buy/ purchase of business/ operations from other entity, at least one of the merged companies should have been in operation for at least 3 years as on 31.03.2025. In case the bidder is a start-up or Micro and Small Enterprise, the bidder should have been in operation for at least 2 years as on 31.03.2025.		Proof for the same must be submitted along with Bid Document, duly certified by an authorized Chartered Accountant.
5.	The bidder should have experience in providing the Digital Health Care service through digital Health Care Platform in atleast one Scheduled Commercial Bank / Public Sector Undertaking in India, during the last three (3) years, as on the date of this RFP. In case, the bidder is a start-up or Micro and Small Enterprise, Bidder should have experience in providing the Digital Health		Bidder to provide Certificate cum Satisfaction Letter regarding their service in digital Health Care Platform, mentioning the years of experience, issued by such client(s), which is dated after

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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	Care service through digital Health Care Platform in atleast one Scheduled Commercial Bank / Public Sector Undertaking in India.		the date of this RFP.
6.	The net worth of the Bidder firm should not be negative as on 31.03.2025 and also should not have eroded by more than 30% (thirty percent) in the last three years, ending on 31.03.2025 (i.e., FY 2022-23, 2023-24 and 2024-25), as per the relevant Audited Financial Statements. In case the bidder is a start-up or Micro and Small Enterprise (as per UDYAM Certificate).		Audited Balance Sheets, with Annexures, Notes for respective FYs, certified by CA along with UDIN, Certificate of the statutory auditor for the positive net worth to be provided Complete Annual Reports for respective FYs
7.	The Bidder should have an annual Business Turnover of at least Rs.1.50 Crore in each of the last 3 Financial Years (i.e., 2022-23, 2022-2023 and 2024-25). In case the bidder is a start-up or Micro and Small Enterprise Bidder should have an annual Business Turnover of at least Rs.1.00 Crore in each of the last 2 Financial Years (i.e., FY 2022-2023 and 2024-25).		Audited Balance Sheets, with Annexures, Notes for respective FYs, certified by CA along with UDIN, Complete Annual Reports for respective FYs
8.	Bidder shall have good rating as per reputed rating agencies like CRISIL / ICRA, etc and preferably possess currently valid ISO Certification.		Self-attested copy of currently valid certificates to be submitted along with the Bid documents.
9.	Bidder claiming benefits under Startup (should be registered with the Ministry of Corporate Affairs (MCA) for incorporation and then with the Department for Promotion of Industry and Internal Trade (DPIIT) under the Startup India scheme for recognition and benefits) / MSE.		Should provide copy of valid certificates issued by DPIIT and Udyam Registration Certificate, as applicable.
10.	The bidder should not be blacklisted by Government / Government Agency / Bank / Institution of India as on the date of the bidding. An affidavit, as per Annexure-K.		Undertaking by the Company as per Annexure-K, on Non-Judicial Stamp Paper, as applicable for the State, duly Notarised, is to be submitted along with the Bid documents.

Signature of Applicant:

Name & Organisation

Seal of Organisation

Place:

Date:

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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Annexure - C

Undertaking by the Bidder

(on Non-Judicial Stamp Paper, as applicable for the State, duly Notarised)

To

The Chief General Manager

Indian Bank Corporate Office,
Resources & Government Relationship Department,
2nd Floor, 254-260 Avvai Shanmugam Salai.
Royapettah, Chennai 600014.

Dear Sir,

Sub: RFP for for selection of Service Provider for Digital Health Care consultation through App for various Specific Schemes of Indian Bank

Ref: RFP Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025

We, the undersigned are duly authorized to represent and act on behalf of [insert] ("Bidder") in terms of the enclosed Board Resolution at Schedule 1.

1. Having reviewed and fully understood all information provided in the Request for Proposal Document dated [insert] ("RFP") issued by the Bank, [Bidder] is hereby submitting the Bid. As required we are enclosing the following:
 - a. Bid as per the RFP
 - b. Other details and supporting documents (as applicable) in response to the requirements outlined in the RFP.
2. Our Bid is unconditional, valid and open for acceptance by Bank until 180 days from the last date of submission of the RFP.
3. We undertake that we shall make available to the Bank, any additional information / clarification it may find necessary or require to supplement or authenticate the Bid.
4. We declare that our firm is permitted as per our Articles of Association / Memorandum of Association and authorised to carry out all services required by the Bank as per this RFP document.
5. We hereby agree, undertake and declare as under:
 - a. We have examined the RFP document and have no reservations with respect to the same.
 - b. Our Bid is, in all respects, compliant with the requirements of the RFP. Without prejudice to the foregoing, notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby represent and confirm that our Bid is unqualified and unconditional and is without any deviations, conditions or any assumptions in all respects.
 - c. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Bid, we hereby agree and undertake to keep this Bid valid and open for acceptance without unilaterally varying or amending its terms for the period, including any extended period, as specified in accordance with the RFP.
 - d. We declare that in the event that the Bank discovers anything contrary to our above declarations, it is empowered to forthwith disqualify us and our Bid.
 - e. We undertake that in case due to any change in facts or circumstances or applicable law during the Bidding process, we are disqualified in terms of the RFP, we shall intimate the Bank of the same immediately.
 - f. We further declare that we have not been declared ineligible for corrupt or fraudulent practices in any bid process and have not been blacklisted by any Nationalized Bank or regulatory authority in the past five years.

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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15. This Bid shall be governed by and construed in all respects according to the laws of India. Courts in Chennai, India, shall have exclusive jurisdiction in relation to any dispute arising from the RFP, this Bid and the Bid process.
16. All the terms used herein but not defined, shall have the meaning as ascribed thereto under the RFP.
17. All the information furnished by us here in above is correct to the best of our knowledge and belief.
18. We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
19. We agree that the decision of Indian Bank in selection process will be final and binding on us.
20. We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the Bank.
21. We confirm that none of our Corporate Agency agreements have been terminated / not renewed and /or served notice for discontinuation of the Corporate Agency Agreement by any Scheduled Bank as on the date of submission of this RFP during the last 3 years on account other than amalgamation / closure of Scheduled Bank.
22. We confirm and declare that we have sound business polices, ethical values and are a customer /insured friendly organization and shall not do any act which may have the effect of reputational and other losses, damages to the Bank.

We confirm that we are complying to the required guidelines necessary to run the business.

Place:

Date:

Signature of Applicant:

Name & Designation

Seal of Organization

TO BE NOTARISED (With seal and sign on every page)

ANNEXURE D
ORGANISATION SNAPSHOT

Sub: RFP for for selection of Service Provider for Digital Health Care consultation through App for various Specific Schemes of Indian Bank

Ref: RFP Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025

1.	Name of the Applicant Firm	
	Complete address – Head Office	
	Complete address – Registered Office	
	Tel. No.	
	Website	
	Email ID	a) Customer Care: b) Complaints : c) Generic email id of the Company:
2.	Names of the JV Partners & % of stake held by each as on 31.03.2025	
	1.	
	2.	
	3.	
	4.	
3.	Year of Establishment	
4.	Month & Year of commencement of Business	
5.	License Number & Date	
6.	Number of Branches as on 31.03.2025	
7.	Nature of the Firm(Company/ Partnership LLP/ Others Please specify) Copy of the relevant proof/supporting documents with validity as on the date of opening of the Bid to be attached	
8.	Is the entity a Startup Company If Yes, please provide valid certificate issued by DPIIT	Yes/No
9.	Is the entity registered with MSME If Yes, mention the category viz., Micro / Small / Medium and Provide copy of valid MSME Certificate	Yes/No < Micro / Small / Medium >
10.	Details of the key person/s	1. Name: Designation: Mobile No.: Email: Since when working in company: 2. . Name: Designation: Mobile No.: Email:

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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		Since when working in company (The above details to be submitted for all key persons)		
11.	Details of the Board of Directors	1. Name: Designation: Mobile No.: Email: Since when working in company: 2. . Name: Designation: Mobile No.: Email: Since when working in company (The above details to be submitted for all the Directors)		
12.	Financial / Business Information	2022-23	2023-24	2024-25
	a. Invested Capital (INR Cr)			
	b. Operating Profit / (Loss) (INR Cr)			
	c. Profit / (Loss) after Tax (INR Cr)			
	d. Accumulated profit / loss (INR Cr) (if loss, please mention with “-“(minus))			
	e. Net worth (INR Cr)			
	f. Turnover / Sales Revenue (INR Cr)			
	g. AUM (INR Cr)			
13.	Single Point of contact for this process	Name: Designation: Mobile No.: Email: Since when working in company:		

Signature of Authorised Bidder:

Signature of CA

Name & Organisation
Seal of Organisation

UDIN
Name:

Place:

Date:

ANNEXURE E

Quote Slip

(On letter head; To be included in **Commercial Bid** Envelope)

Sub: RFP for for selection of Service Provider for Digital Health Care consultation through App for various Specific Schemes of Indian Bank

Ref: RFP Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025

S.No.	Type	Per Person Annual Premium in Rupees (INR)		
		Cost	GST	Total
1	General Doctor / Gynaecologist Consultation facility through a Digital (online through App) Health Care Platform – Unlimited for one year, for Account holders of Indian Bank & 4 family members of the Account holder.			

* To cover approximately, 5,00,000 account holders of the Bank.

Names of the schemes are indicative only and can be changed as applicable at the discretion of the Bank. This will cover individual account holders & their 4 family members. Bank will bear the premium for providing this service.

Signature of Authorised Bidder:

Name & Organisation
Seal of Organisation

Place:

Date:

ANNEXURE F

Commercial Bid

(On letter head; To be included in **Commercial Bid** Envelope)

To

Date:

The Chief General Manager

Indian Bank, Corporate Office, Resources & Government Relationship Department,
2nd Floor, 254-260 Avvai Shanmugam Salai, Royapettah, Chennai 600014.

Dear Sir,

Sub: RFP for for selection of Service Provider for Digital Health Care consultation through App for various Specific Schemes of Indian Bank

Ref: RFP Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required service in conformity with the said Bidding documents as under or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Sno.	Type	Per Person Annual Premium in Rupees (INR)		
		Cost	GST	Total
1	General Doctor / Gynaecologist Consultation facility through a Digital (online through App) Health Care Platform – Unlimited for one year, for Account holders of Indian Bank & 4 family members of the Account holder.			

* To cover approximately, 5,00,000 account holders of the Bank.

Names of the schemes are indicative only and can be changed as applicable at the discretion of the Bank. This will cover individual account holders & their 4 family members. Bank will bear the premium for providing this service.

* To cover 5,00,000 (Eligible based on criteria) customers under this scheme. *Names of the schemes are indicative only and can be changed as applicable at at the discretion of the Bank. This will cover individual account holders. Bank will bear the premium for this service.*

We undertake, if our Bid is accepted, to provide service for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by Indian Bank up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand and agree that the decision of the Bank in selection / ranking of the Successful Bidder(s) is final and we, as bidder are bound by the same.

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 have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2025.

(Signature & Seal of the firm)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of.....

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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ANNEXURE G

NON-DISCLOSURE AGREEMENT

Ref: RFP for for selection of Service Provider for Digital Health Care consultation through Mobile App for various Specific Schemes of Indian Bank - RFP Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025

(To be kept in the Technical Proposal Envelope)

THIS AGREEMENT made and entered into aton this theday of.....2025... between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its *Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 or Head Office, Information Technology Department, 66 Rajaji Salai, Chennai - 600001*, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to provide **Health Care consultation through digital Health Care Platform for various Specific Schemes of Indian Bank**

M/s..... Limited has been engaged in the business of providing Health Care consultation through digital Health Care Platform and agreed to provide Health Care consultation through digital Health Care Platform for various Specific Schemes of Indian Bank .

The parties have entered into agreement dated _____ for providing Health Care consultation through digital Health Care Platform *through digital Health Care Platform for various Specific Schemes of Indian Bank* (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Confidential information

Confidential Information means all information disclosed/ furnished by either party to another party in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof and all electronic material or records, tenders and other written, printed or tangible thereof and include all information or material that has or could have commercial value or other utility in the business in which disclosing party is engaged.

Receiving party may use the information solely for and in connection with the Purpose.

1. Use of Confidential Information

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. Whenever, it is expedient under the contract, the Receiving Party may disclose confidential information to consultants/third party only if the consultant/ third party has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

Upon written request by the Bank, the Supplier shall:

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

3. Exemptions

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

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

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

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

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

Is disclosed without similar restrictions to a third party by the Party owning the confidential information

Is approved for release by written authorization of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

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

6.Return of confidential information

Upon written demand of the disclosing party, the receiving party shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the receiving party has complied with the obligations set forth in this paragraph.

7. Remedies

The receiving party acknowledges that if the receiving party fails to comply with any of its obligations hereunder, the disclosing party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The receiving party agrees that, in addition to all other remedies provided at law or in equity, the disclosing party shall be entitled to injunctive relief hereunder.

8. Entire agreement

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

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

10. Dispute resolution mechanism

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In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement, the matter shall be referred to arbitration and the award passed in such arbitration shall be binding on the parties. The arbitral proceeding shall be governed by the provisions of Arbitration and Reconciliation Act 1996 and the place of arbitration shall be Chennai.

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

11. Jurisdiction

Any dispute arising out of this order will be under the jurisdiction of Courts of Law in Chennai.

12. Indemnity clause

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

13. Governing laws

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

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

BANK
M/s<Bidder>.....

Authorised Signatory

Name:

Designation:

Office Seal

Place:

Date:

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ANNEXURE-H

Authorization letter format

(for attending bid opening)

(To be presented by the authorized person at the time of Bid Opening on the letter head of Bidder and should be signed by an Authorized Signatory with Name and Seal of the Company)

The Chief General Manager

Indian Bank Corporate Office,
Resources & Government Relationship Department,
2nd Floor, 254-260 Avvai Shanmugam Salai
Royapettah, Chennai 600014.

Dear Sir,

Sub: RFP for for selection of Service Provider for Digital Health Care consultation through App for various Specific Schemes of Indian Bank

Ref: RFP Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to act all activities related to the said bid & attend the bid opening of the above RFP on _____ on behalf of our organization.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

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

Place:

Date:

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ANNEXURE-I

[The Bidder has to submit Integrity pact document in Non judicial stamp paper (applicable value) along with other mandatory supporting documents meant for Technical bids.]

Ref: RFP for for selection of Service Provider for Digital Health Care consultation through Mobile App for various Specific Schemes of Indian Bank - RFP Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025

PRE CONTRACT INTEGRITY PACT

Between

Indian Bank (Bank) hereinafter referred to as "The Principal", and hereinafter referred to as "The Bidder/ Contractor"

Preamble

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

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, 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 Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 Principal will exclude from the process all known prejudiced persons.

(2) If the Principal 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 Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any

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third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details 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.

e. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to put the bidder on a holiday list for 3 years.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Bidder liquidated damages.

Section 5 - Previous transgression

(1) The Bidder 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 Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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- (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 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 as deemed fit by the Bank.
- (6) If the Bidder can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

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

Section 7 - Criminal charges against violating Bidder(s)/Contractor(s) /Subcontractor(s)

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

Section 8 - Independent External Monitor

- (1) The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
- (3) The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
- (4) The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chennai.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by Board resolution.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder 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.

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(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.

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/ Contractor)
(Office Seal)

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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ANNEXURE-J

LETTER FOR AUTHORISATION

(On letter head – for authorising the Authorised Signatory for this RFP)

To

Date:

The Chief General Manager
Indian Bank Corporate Office,
Resources & Government Relationship Department,
254-260 Avvai Shanmugam Salai
Royapettah, Chennai 600014.

Dear Sir,

Sub: RFP for selection of Service Provider for Digital Health Care consultation through Mobile App for various Specific Schemes of Indian Bank
Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025

1. We _____ (Name of the Entity) have submitted our bid for participating in Bank's RFP Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025 selection of Service Provider for Digital Health Care consultation through Mobile App for various Specific Schemes of Indian Bank.
2. We also confirm having read and understood the terms of RFP / its Addendum, Amendments, Corrigendum, which shall form a part and parcel of the RFP.
3. As per terms of RFP and Business Rules, we nominate Sh. _____, Employee No. _____ designated as _____, of our company, to participate in the bidding process on behalf of the company / firm / entity.
4. We hereby confirm that we will honor the offer placed by Sh. _____ on behalf of the Organization, as he is the authorized person given mandate to sign the documents related to this RFP, on behalf of the company. If the entity fails to honor the offer placed by above authorized person, bank shall have the right to take any action deemed fit by the Bank and we agree and understand that the Bank may debar us from participating in future tenders, for any such failure on our part.

Signature of Competent Authority with Organization Seal _____
Name of the Competent Authority _____
Company / Organization _____
Designation _____

Name of the Person Authorised _____
Designation _____
Signature of Person Authorised _____
Signature of the Person Authorised by the Competent Authority _____
Signature of Competent Authority with Organization Seal _____

 RFP Ref: CO/R&GR/BASC/RFP-03/2025-26	INDIAN BANK, CORPORATE OFFICE, CO: RESOURCES & GOVERNMENT RELATIONSHIP DEPARTMENT, 254-260, AVVAI SHANMUGAM SALAI ROYAPETTAH, CHENNAI – 600014 Date: 14.08.2025
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ANNEXURE-K

AFFIDAVIT - NOT BLACKLISTED

(on Non-Judicial Stamp Paper, as applicable for the State, duly Notarised)

To

Date:

The Chief General Manager

Indian Bank Corporate Office,
Resources & Government Relationship Department,
254-260 Avvai Shanmugam Salai
Royapettah, Chennai 600014.

Dear Sir,

Sub: RFP for for selection of Service Provider for Digital Health Care consultation through Mobile App for various Specific Schemes of Indian Bank
Ref: CO/R&GR/BASC/RFP-03/2025-26 dated 14.08.2025

We _____ (Bidder name), hereby undertake that as on date of submission of this RFP, we are not blacklisted by the Central Government/ any of the State Governments in India or any Financial Institutions/PSU/PSU (Banks) / IRDAI/ IBA/ RBI/ NABARD /NPCI/ UIDAI/ IDBRT/ Financial Institution, etc./Any Other Agency.

We also undertake that we are not involved in any legal case that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to the Bank.

Yours faithfully

Signature

Name of the Authorized Signatory

Designation

Organization Seal

Dated this day of20

Place:

TO BE NOTARISED (With seal and sign on every page)