



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026



Request for Proposal (RFP)

for

Selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

RFP Reference No.	GEM/2026/B/7372749
RFP Issuance Date	18/03/2026
Last Date of request for Queries/ Clarifications	25/03/2026 by 05:00 PM
Date and time of Pre-Bid Meeting	26/03/2026 at 03:00 PM
Last Date for receipt of bids	13/04/2026 by 03:00 PM
Date and time of opening technical bids	13/04/2026 at 03:30 PM

Issued by:

Information Technology Department
4th Floor, 66, Rajaji Salai, Chennai – 600 001
 Phone: 044-25278804

Email: rajanikanta.das@indianbank.bank.in
 Website: <https://www.indianbank.bank.in>

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SCHEDULE [A]
Important Dates and Information on RFP Submission

S. No	Particulars	Timeline
1	Issuance Date of RFP	18/03/2026
2	Last Date of request for Queries/ Clarifications	25/03/2026 03:00 PM Format for seeking clarification is enclosed as Annexure-11
3	Pre-bid Meeting Date and Venue Details	26/03/2026 03:00 PM through physical/ virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details to rajanikanta.das@indianbank.bank.in and neeraj.gupta@indianbank.bank.in on or before 25/03/2026 03:00 PM Details of virtual/ physical pre-bid meeting would be communicated via e-mail to interested bidders separately.
4	Last Date of Submission/ Closing Date in Online & Offline Mode	13/04/2026 03:00 PM for both online bid and offline document submissions. For Offline submission of documents listed as Annexures, the sealed envelope shall be addressed to the Bank and to be delivered at the address below. Assistant General Manager Indian Bank, Head Office, IT Department, 4 th Floor, 66, Rajaji Salai, Chennai – 600001
5	Eligibility cum Technical Bid Opening Date	13/04/2026 03:30 PM
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria	Shall be intimated separately by the Bank through email.
7	Opening of Commercial Bids	The commercial bids will be opened for those Bidders who qualify in both eligibility and technical evaluation.

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8	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal.</p> <p>The documents listed below in Sl. No. 9 only to be submitted in offline physical mode.</p>
9	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. Bid Security (EMD) for Rs.40,00,000/- to be submitted in the form of DD/ Fund transfer/ Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Indian Bank) in favour of “Indian Bank” payable at Chennai. BG should be valid for 225 days from the last date for submission of the Bid (in the format provided at Annexure 13) (or) Fund transfer to be made in the account as detailed under.</p> <p style="margin-left: 40px;">Account No.: 743848138 Account Name: Indian Bank, H.O. Technology Management Department-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>2. Pre-Contract Integrity Pact (on stamp paper of minimum of Rs.100/-)</p>
10	RFP Coordinator	<p>Shri. Rajanikanta Das Tel: 044-24278804 e-mail: rajanikanta.das@indianbank.bank.in</p> <p>Shri. Neeraj Kumar Gupta Tel: 044-24278803 e-mail: neeraj.gupta@indianbank.bank.in</p>
<p>The RFP document can also be downloaded from Bank’s website: https://www.indianbank.bank.in and Government e- Market Place (GeM) portal.</p> <p>In addition to above, a paper publication will be made for the information to the prospective bidders regarding this RFP. However, clarifications, modifications and date of extensions, if any, will be published in the Bank’s website and GeM portal only.</p> <p>I. Note: Indian Bank, does not take responsibility of any bid/offer damaged/lost in transit / delivered at incorrect address prior to its receipt at the Bank’s designated office.</p>		



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- II. Bank will follow two bidding system. Technical Bid of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in **online mode only** through **Government e- Market Place (GeM) portal** along with physical submission of certain documents at designated office as mentioned in Point No. 9 of Schedule [A] (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP along with the technical bid on the e-procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and only commercial bids of technically qualified bidders will be opened.
1. Bidders should enroll / register themselves on Government e- Market Place (GeM) portal before participating in bidding. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this RFP, any document sent by any other mode will not be accepted.
 2. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
 3. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.
- III. The RFP document (along with addendum, if any) needs to be signed and stamped by the authorized signatory of Bidder and it must be submitted along with the Technical Bid as evidence of having read and understood the contents of RFP and its addendums (if any).
- IV. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are subject to change with any prior notice or intimation. If a holiday is declared on the dates fixed for opening of bids (Technical or Commercial) or presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by:

Assistant General Manager,
 Information Technology Department,
 4th floor, Indian Bank Head Office,66, Rajaji Salai, Chennai 600001.

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

Bank will follow two bidding system. Part-I (Technical Bid) of the bid contains compliance details of the eligibility, Technical Specifications and terms & conditions set in the RFP document (including annexures) for which proposal/ quotation is called for. Bids have to be submitted in online mode only through Government e- Market Place (GeM) portal along with physical submission of certain documents at designated office as mentioned in Point No. 8 of



Information Technology Department
4th Floor, 66, Rajaji Salai, Chennai – 600 001

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Schedule [A] (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP along with the technical bid on the e-procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidder's commercial bid will be opened.

This RFP is issued by:

Assistant General Manager
Indian Bank, Head Office,
IT Department, 4th Floor,
66, Rajaji Salai,
Chennai – 600001



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SCHEDULE [B]
GLOSSARY OF TERMS

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

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

ii) Other Terms and abbreviations:

1.	AMC	Annual Maintenance Contract
2.	ATS	Annual Technical Support
3.	BG	Bank Guarantee
4.	BOM	Bill of Material
5.	BFSI	Banking, Financial Sectors and Insurance
6.	CPVM	Centralized Procurement and Vendor Management
7.	CVC	Central Vigilance Commission
8.	DB	Database
9.	DC	Data Center



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10.	DD	Demand Draft
11.	ITD	Information Technology Department
12.	DRS	Disaster Recovery Site
13.	EMD	Earnest Money Deposit
14.	GeM	Government E Marketplace
15.	GST	Goods and Service Tax
16.	HO	Head Office
17.	HW	Hardware
18.	IEM	Independent External Monitor
19.	IP	Integrity Pact
20.	KYC	Know Your Customer
21.	LAN	Local Area Network
22.	LC	Local Content
23.	LD	Liquidated Damage
24.	LOI	Letter of Intent
25.	MAF	Manufacturer Authorization Form
26.	MII	Make In India
27.	MSE	Micro and Small Enterprises
28.	MSME	Micro Small & Medium Enterprises
29.	MTBF	Mean Time Between Failure
30.	MTTR	Mean Time To Restore
31.	NEFT	National Electronic Funds Transfer
32.	NI Act	Negotiable Instruments Act
33.	OEM	Original Equipment Manufacturer
34.	OSD	Original Software Developer
35.	OSO	Original Software Owner
36.	OS	Operating System
37.	POC	Proof of Concept
38.	PQ	Pre-Qualification
39.	PSB	Public Sector Bank
40.	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
41.	RTGS	Real Time Gross Settlement
42.	RPA	Robotic Process Automation
43.	SBoM	Software Bill of Materials
44.	SCB	Scheduled Commercial Bank
45.	SLA	Service Level Agreement



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46.	SOP	Standard Operating Procedures
47.	SOW	Scope of Work
48.	SW	Software

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

Confidentiality:

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



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SCHEDULE [C]
DISCLAIMER

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

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

The Bidders, by accepting this document, agree that any information contained herein may be superseded by any subsequent written information on the same subject made available to the bidders or any of their respective officers/ employees or published in the Bank’s website and/ or GeM portal. It is also understood and agreed by the Bidder/s that decision of the Bank regarding selection of the Bidder will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.

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

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank



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shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

Indian Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the Bank's Website and GeM Portal and it will become part and parcel of RFP.

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



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SCHEDULE [D]
GENERAL INFORMATION

Indian Bank (hereinafter called the “Bank”) is floating Request for Proposal (RFP) for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

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

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

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

RFP Coordinator	<p>Shri. Rajanikanta Das Tel: 044-24278804 e-mail: rajanikanta.das@indianbank.bank.in</p> <p>Shri. Neeraj Kumar Gupta Tel: 044-24278803 e-mail: neeraj.gupta@indianbank.bank.in</p>
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SCHEDULE [E] **OVERVIEW OF INDIAN BANK**

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

Along with 13 other banks, the Bank was Nationalized on July 19, 1969. The Bank celebrated its centenary in August 2007. With effect from 1st April 2020, erstwhile Allahabad Bank merged into Indian Bank. The integration of CBS systems of both the banks was completed on 14/02/2021. In the last 117 years, Bank has established a rich legacy by providing quality financial services. It has passed through challenging times, successfully registered turnaround, and emerged stronger than before. Given the ever-changing requirements, Bank fine-tuned its strategies and undertook several structural and operational changes and earned a coveted position in the Indian banking industry. Bank's foremost priority has been to serve the people and its nation.

The Bank has 3 subsidiaries viz. IndBank Merchant Banking Services Ltd., Ind Bank Housing Ltd. and Ind Bank Global Support Services Ltd. Bank also has two joint ventures namely Universal Sompo General Insurance Company Ltd. and ASREC (India) Ltd.

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

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

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

As on 31st Dec 2025, Bank's total Global business reached Rs 14.30 Lakh Crore consisting of Deposits at Rs 7.91 Lakh Crore and Advances at Rs 6.39 Lakh Crores.

As on 31st Dec 2025, Bank has Pan-India network with 27,837 touch points including 5965 Brick & Mortar branches including 3 DBU, 5624 ATMs/ BNAs, 16,247 Business Correspondents and one IFSC Banking Unit (IBU). The Bank has expanded its footprint overseas with branches in Singapore, Colombo and Jaffna.

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



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Technology Environment

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

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

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

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

Bank is embarking on a comprehensive journey to ensure compliance with the Digital Personal Data Protection Act (DPDPA), 2023 and its rules 2025 aimed at establishing a robust, secure, and privacy-by-design data protection framework across the Bank.

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



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SECTION – I **REQUEST FOR PROPOSAL (RFP)**

Indian Bank is a Public Sector Bank, headquartered at Chennai and has Bank's own training Centre at Chennai.

As on 31st Dec 2025, Bank's total Global business reached Rs 14.30 Lakh Crore consisting of Deposits at Rs 7.91 Lakh Crore and Advances at Rs 6.39 Lakh Crores.

As on 31st Dec 2025, Bank has Pan-India network with 27,837 touch points including 5965 Brick & Mortar branches including 3 DBU, 5624 ATMs/ BNAs, 16,247 Business Correspondents and 1 IFSC Banking Unit (IBU). The Bank has expanded its footprint overseas with branches in Singapore, Colombo and Jaffna.

1. Definitions

- 1.1. 'Bank' means, unless excluded by and repugnant to context or the meaning thereof, shall mean 'Indian Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its successors and permitted assigns.
- 1.2. 'GeM' means Government e-Marketplace wherein the whole bidding process shall be conducted online.
- 1.3. 'RFP' means Request for Proposal for "Selection of Service Provider for Supply, Implementation, Integration, Customization and Maintenance of Intelligent Automation System for a period of three (03) years in Indian Bank".
- 1.4. The eligible vendor submitting the proposal in response to this RFP shall hereinafter be referred to as 'Bidder'.
- 1.5. 'Solution' or 'Services' means providing "Supply, Installation, Implementation, Integration, Customization and Maintenance of Intelligent Automation System" for a period of three (03) years in Indian Bank" as per RFP terms.
- 1.6. 'Proposal' means the response (including all necessary documents) submitted by the eligible Bidder in response to this RFP.
- 1.7. 'Contract' means the agreement signed by successful Bidder and the Bank at the conclusion of bidding process, wherever required.
- 1.8. 'TCO or Total Cost of Ownership' means the total Cost mentioned in the Purchase Order including GST/ GeM Sanction order issued by the Bank.
- 1.9. 'Successful Bidder'/'Selected Bidder'/'H1 Bidder' means the Bidder who is found to be the highest scored Bidder after conclusion of the bidding process, subject to compliance to all the Terms and Conditions of the RFP.



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2. About RFP

- 2.1. Bank intends to on-board vendor for “Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)” for a period of three (03) years (extendable for a period of 2 more years further at the option of Bank on mutually agreed terms) in Indian Bank as per the terms and conditions, technical requirements and scope of work described elsewhere in this document.
- 2.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the solution, unless a purchase order or notification of award is published by Indian Bank if any, as an end result of this RFP process. The provision of the solution is subject to compliance to selection process and appropriate documentation being agreed between the Bank and selected Bidder as identified by the Bank after completion of the selection process.

3. Objective

- 3.1. Indian Bank invites bids from reputed Bidders to submit their response who fulfil the Eligibility Criteria as per Annexure-1.
- 3.2. The bidders satisfying the Qualification Criteria as per the RFP and having experience in supplying similar application in India may respond.

4. Requirement Details

- 4.1. Bank invites proposal/offers in GeM portal from prospective bidders for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA) for a period of three (03) years (extendable for a period of 2 more years further at the option of Bank on mutually agreed terms) as per the terms & conditions, scope of work and functional & technical specifications/ requirements described elsewhere in this document. This tender consists of requirement as given below:

Sl. No.	Description of Activity	Duration
1	Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)	3 years

- 4.2. The detailed implementation plan will be discussed and agreed by the Bank with the selected Bidder, covering the scope of work and key deliverables as defined in this RFP. However, the selected Bidder have to comply with the timelines explained elsewhere in this document.



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5. Make in India

This RFP is further governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to

Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020, subsequent revision order no. P-45021/2/2017-PP (B.E.-II)-Part (4) Vol. II dated 19th July 2024 & its amendment (if any).

6. Bank will also provide benefits to Micro and Small Enterprises (MSEs) as per the guidelines of public procurement policy issued by Government of India. The bidders to submit declaration for claiming MSE Benefits as per Annexure-8.

7. Restriction of Bidders from Countries' sharing land borders with India

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

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

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

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



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stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

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

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

"Beneficial owner" will be as under:

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

Explanation

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.



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

Please note that

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

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



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SECTION-II **INSTRUCTIONS TO BIDDERS**

1. Introduction

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

2. Pre-Bid Meeting

- a) A pre-bid meeting is scheduled to be held through physical/ Video Conference (Web-ex) on **26/03/2026 03:00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b) The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c) The Bidder is requested to submit any queries/ clarifications to the Bank to the following email ids on or before **25/03/2026 03:00 PM**.

Email id: *rajanikanta.das@indianbank.bank.in*

neeraj.gupta@indianbank.bank.in

In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, they should send their request for the same on the above mentioned email-ids. On receiving Bidders' e-mail request for Pre-Bid Meeting, the meeting details will be e-mailed to Bidder.

Venue for Pre-Bid meeting:
 Indian Bank, Head Office,
 66 Rajaji Salai,
 4th Floor, IT Department,
 Chennai – 600001

The text of the questions raised (without identifying the source of enquiry), the responses given and clarifications together with amendment to the bid document, if any, will be ported in websites: <https://www.indianbank.bank.in> and GeM portal.

3. Amendment of bidding documents

- At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s)/ amendment(s).



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- The amendments & clarifications if any, will be published in Bank website and in the GeM Portal and will form part of the Bidding document.
- Any bid submitted by a bidder under this RFP process cannot be withdrawn/ modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.
- No bid shall be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity. In the event of withdrawal of the bid by bidders, default bidder will be suspended from participating in future tenders of bank.
- No bidder shall be allowed to withdraw the bid if bidder happens to be successful bidder.

4. Technical Bid

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

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

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

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

5. Commercial Bid

1. The Bank will open commercial bids only after a notice is given to the technically qualified bidders on the basis of technical evaluation.
2. The price submitted by Bidders in GeM portal will be treated as the final offer of that bidder and bid will be evaluated accordingly.
3. The calling for quote does not confer any right on a bidder for being awarded any purchase order.
4. The Bidder is requested to quote in Indian Rupee (INR). Bids in currencies other than INR would not be considered.
5. The prices and other terms offered by Bidders must be firm for an acceptance period of 180 days from the opening of the commercial bid.



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6. The prices quoted by the Bidder shall be inclusive of all taxes, duties, levies etc. including GST. There will be no price escalation for during the contract period. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
7. In case of any variation (upward or downward) in Government levies / taxes / cess / excise / custom duty etc. which has been included as part of the price will be borne by the Bidder. Variation would also include the introduction of any new tax / cess/ excise, etc.

6. Clarification of Bids

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

The Bidder shall make his/ her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/ or interpretation. Although certain information is provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security/ EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (Annexure-13) for a sum of **Rs.40,00,000 (Rupees Forty Lakhs Only) valid for 225 days** from the last date of bid submission. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

In case on fund transfer, bid security amount is to be remitted to following account:

Account No.: 743848138

Account Name: Indian bank, H.O. Technology Management Department-II

IFSC Code: IDIB000H003

Branch: Harbour

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



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The bid security may be forfeited if:

a) Bidder withdraws its bid during the period of bid validity or does not accept the correction of errors in accordance with the terms of RFP.

or

b) In the case of a successful Bidder, if the Bidder fails or refuses to sign the Contract within the specified time from the date of issue of purchase order or fails or refuses to furnish performance security.

Please note: Relaxation if any, extended by GOI/ competent authorities for furnishing EMD shall be passed on to eligible bidders.

MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document along with declaration as per section Annexure-8 for claiming exemption for bid security, as proof which should be valid for the current period.

If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

8. Evaluation Criteria

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

- a) 80:20 Techno-Commercial scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Requirements will be given 80% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Commercial Cost will be given 20% weightage and shall be called Weighted Commercial Score (WCS).
- b) Scoring in the Technical Evaluation: The Bidders, who comply with Bank's eligibility criteria, technical/ functional specifications and other terms and clauses of the RFP document as explained in the bid document, will be shortlisted for technical evaluation. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Requirements. The Bidders themselves will not fill-in any score in Technical Requirements. Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.
- c) After scrutiny of the Technical Bid document and supporting documents, and responses to various Technical Evaluation points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks in the Matrix scored by the bidder will be called Technical Score.
- d) The marks obtained in Technical Evaluation will be given a weightage of 80% which will be termed as "**Weighted Technical Score**" (WTS) and shall be arrived at as under:



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Weighted Technical Score (WTS): (T/T1) * 80

T: Technical score of the respective bidder

T1: Highest technical score of all qualified bidders

The total marks of **400** as per technical evaluation criteria will be scaled down to 80 marks as furnished below.

For Example: If there are two bidders "A" and "B" who score 200 and 300 marks respectively, their "WTS" would be as under:

Bidder "A" = $(200/300) * 80 = 53.33$ marks, Bidder "B" = $(300/300) * 80 = 80$ marks

- e) If sufficient numbers of bidders do not qualify the cut off score, Bank at its sole discretion may reduce the cut off score. Bank reserves the right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.
- f) Total marks for technical evaluation will be converted to 100 and weight will be assigned as mentioned in the evaluation method. Technical marks of the respective Bidders will be updated in GeM portal before opening of the commercial bid.
- g) In the second phase of evaluation, the Commercial Bids of those bidders, whose technical bids have been short-listed and who have qualified in technical evaluation as explained above after scoring of Techno Evaluation, will be opened. After opening of Commercial Bids, commercial evaluation & verification of the commercial bids will be done by the Bank.
- h) For the final evaluation, total cost of ownership (TCO) quoted by the bidder will be given 20% weightage using the formula, given below as part of Techno-Commercial Evaluation Process:

Weighted Commercial Score (WCS): (L1/C) * 20

L1: Lowest price of all qualified bidders

C: Commercial bid of the respective bidder

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

Bidder "A" = $2,00,000 / 2,10,000 * 20 = 19.05$ marks

Bidder "B" = $2,00,000 / 2,00,000 * 20 = 20.00$ marks

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



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$$\text{Total Score H1} = (T / T1) * 80 + (L1 / C) * 20$$

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

Bidder	Weighted Technical Score	Weighted Commercial Score	Total Score	Rank
A	53.33	19.05	72.38	H2
B	80	20	100	H1

- j) In the event of a tie between two or more bidders during the final evaluation, the bidder with the higher technical score shall be declared as the H1 bidder.
- k) All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of technical competence and the price quoted. The Technical Evaluation and the Commercial Evaluation shall have the weightage of 80% and 20% respectively, and this weightage shall be taken into consideration for arriving at the Successful Bidder. The assessment methodology is covered in the next section.

The proposals will be evaluated in three stages.

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

8.1 Eligibility Criteria

Bank is looking for eligible bidders for selecting a vendor for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA). Only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfil any of the following eligibility criteria are liable for rejection.

If required, the bidder if OEM, may utilize System Integrators (SI) to provide part of the scope of work. However, the bidder will be responsible for delivering the end to end solution. Bidder shall be the single point of contact and solely responsible for the implementation, integration, support and maintenance for the entire project. The bidder will be solely responsible for ensuring adherence to the Service Levels, terms & condition and Service Quality for each of the deliverables executed.

The bidder must fulfil the Eligibility Criteria mentioned in Annexure-1 in order to bid for this RFP.



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Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of the Bank in this regard shall be final, conclusive and binding upon the Bidder.
- Either the Bidder on behalf of the Principal/ OEM or the Principal/ OEM themselves can participate in the bid, but both cannot bid simultaneously for the same solution.
- If a Bidder submits a bid on behalf of the Principal/ OEM, the same bidder shall not submit a bid on behalf of another Principal/ OEM for the same solution. However multiple bidders can submit bids for the same Principal/OEM.

8.2 General Evaluation Criteria

- a) The Bank will examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bid is generally in order.
- b) The bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation.
- c) Prior to the detailed evaluation, the bank will determine the substantial responsiveness of bid documents. For the purposes of these clauses, a substantially responsive quote is one which conforms to all the terms and conditions of the bid documents without material deviations.

8.3 Technical Evaluation Criteria

- a) The Bidder has been found to satisfy all the qualification criteria and presented proof as mentioned in Eligibility Criteria.
- b) The software offered should meet all the technical/ functional specifications as stipulated in the bid.
- c) The technical bid submitted by the Bidder will be evaluated only if they fulfil the eligibility criteria. The technical bid evaluation will be done on a total score of 400. The technical evaluation will be based on the evaluation matrix consisting of the following parameters.



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S. No.	Evaluation Criteria	Maximum Marks	Minimum Cutoff Marks	Minimum Passing Cutoff Percentage
1	Bidder's Experience & Capabilities	100	70	70%
2	Technical / Functional Specifications	300	210	70%
Total		400	280	70%

Bidders scoring at least the minimum score in each section mentioned in the table above and an overall score of 70% marks or more will be declared technically qualified.

Bank at its sole discretion, reserves the right to cancel and go for retendering process and the decision of the Bank in this regard shall be final.

If only one bidder qualifies, Bank, at its discretion, may choose to open the commercial bid of the only bidder who qualifies. Bank may at its discretion also reject the proposal if any of the Bidders have provided wrong information in technical / functional specifications.

The evaluation of technical proposals will be based on the following:

S. No.	Technical Evaluation	Evaluation Methodology
1	Bidder's Experience & Capabilities (Max. Marks – 100)	The Bidder is required to submit the compliance for Bidder's Experience & Capabilities. (Annexure 21 – Part-A).
2	Technical / Functional Specifications - Services (Max. Marks - 300)	The Bidder is required to submit the compliance for Technical/ Functional Specifications. (Annexure 21 – Part-B).

- d) During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / email seeking clarification/ explanation.
- e) In addition to the above, bidder shall arrange for site visits (if required) for Bank's team, where the bidder's software is already functional / implemented.

8.4 Technical Evaluation

Technically qualified bidders alone will be intimated for opening of commercial bids to identify L1 bidder and the evaluation will take into account the following factors:

1. The Bill of Material must be attached in Technical Bid as well as Commercial Bid. The format will be identical for both Technical Bid and Commercial Bid, except that the



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Technical bid should not contain any price information (with Prices masked). Technical bid without price masked Bill of Materials will be liable for rejection. Any deviations from the Bill of Material / non-submission of prices in the commercial bid as per the format shall make the bid liable for rejection.

2. The optimized TCO (Total Cost of Ownership) identified in the commercial bid would be the basis of the entire outflow of the Bank for undertaking the scope of work.
3. In case there is a variation between price submitted by Bidder on GeM portal and the commercial breakup uploaded, the price submitted by the Bidder in GeM portal will be considered.

Note:

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

8.5 Commercial Evaluation

Technically qualified Bidders alone will be intimated, and their commercial bids will be opened, through which Bank will identify successful Bidder for awarding contract.

In the commercial bid, the bidder will be required to quote only total cost as mentioned in the commercial bid format. The price quoted should be inclusive of all charges but exclusive of taxes only. The bidder has to submit price break up as per commercial bid format duly signed by the authorized signatory. The unit price for each line item should be comparable to prevailing market rates. Bank reserves the right to negotiate the commercial quoted by Bidder.



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9 Hardware Sizing

The Vendor must provide the necessary sizing of infrastructure in the format given in Table–B of Annexure–20, considering the requirement of optimal hardware, operating system, and database sizing for the full contract period of 3 years, considering the following factor.

- Solution should be deployed on premises at Bank’s DC / DR location.
- Bank’s DC & DR will work on active-passive mode.
- Hardware (RISC / CISC) will be provided by Bank based on sizing.
- Operating System Windows / RHEL/ Oracle Linux will be provided by Bank.
- Bank will provide virtualized environment for deployment of the solution.
- Oracle database licenses will be provided by Bank.
- Load Balancer, Backup Infra, Network Security infra will be provided by Bank.

Apart from the above options, if any other software, OS, middleware, database and hardware required for hosting the proposed solution, bidder should factor the same and shall be included by the bidder in the bill of material and shall be part of TCO.

Bidder is responsible for the optimum sizing. Bidders need to factor the license details with proper and justified sizing required for proposed solution. All the dependent software/tools required for the application should be Enterprise version and required licenses in the Bank’s name should be provided by the bidder.

10 Scope of Work

The Broad Scope of Work and Technical and Functional Requirements shall include but not be limited as mentioned in Annexure-2 and Annexure 21 respectively. Bidder has to confirm compliance to the Scope of Work as mentioned in Annexure-2. The Bidders are required to go through the complete RFP document thoroughly. The obligation/ responsibilities mentioned elsewhere in the document, if any, shall be an integral part of the scope.

10.1 Complexity Classification:

The classification of complexity will be decided on the following factors.

Data Complexity: This includes the nature of data (structured or semi-structured or non-structured) used in a process. Also, number of Data Sources involved that can increase the complexity of the process.

Data Extraction: Whether any data is to be extracted and stored in a database using OCR, ICR in a process makes the automation more complex.

Process integration: More the number of applications, interfaces, APIs involved in a process, more is the complexity and vice-versa. Processes that require integration with multiple systems or applications can be more complex to automate than those that involve a single system.



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Technology used: If any use case involves OCR, ICR, AI, NLP etc. then it increases the complexity.

Decision making: The level of complexity of decision-making required in a process. Processes that require significant decision-making will be considered more difficult to automate than those that are more routine and require less human intervention.

Based on the above factors the level of complexity is classified into following categories.

10.1.1. Low Complexity

- Structured data, simple systems, few steps/interactions.
- Minimal variants, straightforward rules, no significant decision-making.
- Exceptions easily automated e.g. Invoice routing.
- Up to 3 system integrations; no advanced technologies (AI/ML/NLP).
- Examples: data entry, simple calculations, standard reports, basic file management.

10.1.2. Medium Complexity

- Semi-structured data, moderate steps/interactions.
- Defined variants, routine decisions, limited human judgment.
- Exceptions may need human intervention (e.g. fraud flag review).
- Up to 5 system integrations; may use AI, ML, OCR/ICR, NLP.
- Examples: document review/approval, basic data analysis, rule-based decisions.

10.1.3. High Complexity

- Unstructured or large-volume multi-source data.
- Complex rules, many steps/interactions, significant human judgment.
- Exceptions with high impact requiring human intervention.
- Multiple system integrations, strict compliance requirements.
- Reliant on advanced technologies (AI, ML, NLP, third-party services).
- Examples: loan approvals, insurance claims, in-depth data analysis.

A matrix will be used based on above inputs to calculate the complexity of a process.

Sr. No.	Criteria	Total Weightage	Weightage Given
1.	Presence of structured data	1	
2.	Presence of semi-structured data (up to 75% unstructured data)	3	
3.	Presence of unstructured data (more than 75% unstructured data)	4	
4.	No. of data sources (0.2 weightage per data source with maximum score of 4)	4	
5.	Number of structured data files processed (0.1 weightage per 10 files processed/instance with maximum score of 1)	1	



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6.	Number of semi-structured data files processed (0.2 weightage per 10 files processed/instance with maximum score of 2)	2	
7.	Number of unstructured data files processed (0.3 weightage per 10 files processed/instance with maximum score of 3)	3	
8.	Requirement of OCR/ICR (0.2 weightage per 10000 documents / instance with maximum score of 2)	2	
9.	Number of applications (including windows and web applications) that are part of process (0.3 score per application with maximum score of 3)	3	
10.	Number of total screens per solution (0.3 score per screen with maximum score of 3)	3	
11.	Number of process variants (0.4 score per application with maximum score of 4)	4	
12.	Business Rules on scale of 1-10 (number of decision points, conditions and constraints, nesting, and ambiguity)	10	
13.	Number of API Endpoints / integrations (0.3 score per integration with maximum score of 3)	3	
14.	Number of cognitive automation components (0.3 score per component with maximum score of 3)	3	
15.	Human Intervention (0.5 score per intervention with maximum score of 4)	4	
Total		50	

The above matrix generates total weightage of 50. The complexity of use case will be divided in following criteria based on weightage as-

Low Complexity Use Case: Below score of 30

Medium Complexity Use Case: From score of 31 up to 40

High Complexity Use Case: Above score of 40

- 10.1 Bank reserves the right to modify the scope due to change in regulatory instructions, market scenario and internal requirement within the overall objective of Robotic Process Automation Solution. Any guidelines on changes/ modifications/ enhancements given by RBI/regulatory bodies with regard to Robotic Process Automation solution will be added to the scope of work.
- 10.2 Escalation matrix should be provided for post-delivery operational support, technical support, project related issues, etc. as per Annexure-23
- 10.3 During the course of the project, there might be related areas which Bank would like the selected Bidder to undertake which may not have envisaged earlier.
- 10.4 This procurement is extendable to RRBs and subsidiaries of the Bank.



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11 Agentic AI Capability of the proposed solution

To future-proof Bank's investment and prepare for future needs, the proposed solution's license cost must include Agentic AI capabilities. By embedding these capabilities, the RPA (Robotic Process Automation) agent evolves beyond traditional rule-based automation and becomes goal-driven, adaptive, and context-aware.

Such advancement ensures that the solution is not limited to static workflows but can dynamically adjust to new requirements and environments. Specifically, integrating Agentic AI into RPA enables the Bank to automate complex scenarios such as document processing, an area where traditional automation faces challenges due to the need for manual reprogramming with each new format. Whereas RPA with Agentic AI can:

- Interpret unstructured data with minimal human intervention.
- Automatically learn and adapt to new document layouts and formats.
- Process diverse file types, including PDF documents, even when they are scanned images rather than text-based files.

This capability significantly reduces operational overhead, enhances scalability, and positions the Bank to handle evolving business needs with resilience and efficiency. So, fundamentally, agentic AI transforms the RPA agent into a self-improving system that continuously enhance its capabilities, thereby ensuring long-term value for the Bank's investment.

Selecting an RPA solution having agentic AI capabilities positions Bank to capture significant future benefits. Although fully leveraging these advanced features will require additional expense on deploying GPU based infrastructure, the Bank can plan to adopt it at a later stage, ensuring preparedness when the business requirement arises.

12 AI Risks & Compliance

Vendors delivering AI-enabled solutions (OCR, NLP, ML, decision engines, Generative AI) shall ensure models are transparent, explainable, and auditable. Solutions must provide interpretable outputs, rationale logs, and documented bias-mitigation measures. Vendors are required to implement regular audits of model behaviour and performance, safeguard against adversarial input manipulation and model poisoning, and maintain audit trails with validated retraining protocols.

Vendors must also define clear accountability for AI-driven decisions, including ownership, liability in case of automation failure, and escalation paths with human-in-the-loop checks for critical decisions. In addition, vendors shall demonstrate proactive compliance with evolving AI regulations through periodic reviews, reporting, and independent audits where applicable.



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13 Project Completion and Management

For smooth completion of project, the selected Bidder should identify one or two of its representatives at Chennai as a single point of contact for the Bank.

Based on the complexity following timeline will be provided for each use case-

- For completion of each use case of low complexity 2-3 weeks will be provided.
- For completion of each use case of medium complexity 3-4 weeks will be provided.
- For completion of each use case of high complexity 5-6 weeks will be provided.

Project implementation team should be conversant with all rules and conditions to resolve the issues, if any.

This RFP is non splittable, and the contract will be awarded to single bidder only.

14 Technical and Functional Requirements

The bidder shall comply with the Technical & Functional Specifications narrated in Annexure-21 and adhere to the guidelines issued by RBI and other Regulatory bodies related to Robotic Process Automation solution. The bidder should also maintain confidentiality of information shared with them during the tenure and post-tenure of the contract.

Note:

- a) Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily.
- b) Photocopies of relevant documents/ certificates should be submitted as proof in support of the claims made. Indian Bank reserves the right to verify/ evaluate the claims made by the bidder, independently or by virtue of a third party. Any decision of Indian Bank in this regard shall be final, conclusive, and binding upon the bidders.
- c) Once the bidders qualify the eligibility criteria, they will be eligible for the Technical Bid Evaluation. Offers received from the bidders who do not fulfil all or any of the above eligibility criteria are liable to be rejected.

15 Correction of Error in Commercial Bid:

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

- a) Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- b) If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price



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shall be corrected accordingly. However, price quoted by bidder in GeM system will prevail over the price breakup submitted.

- c) If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- d) If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
- e) If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

If the bidder does not accept the correction of errors, the bid will be rejected and EMD may be forfeited.

16 Proposal Process Management

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

Each party shall be entirely responsible for its own costs and expenses that are incurred in the RFP process, including presentations, demos and any other meetings.

17 Liabilities of the Bank

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

18 Bid and Proposal Ownership

The Bid submitted and all supporting documentation/ templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia causes the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned. Recipients shall be deemed to license, and grant all rights to Bank, to reproduce the whole or any portion of their submission for the purpose of evaluation and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.



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If related parties (as defined below) submit more than one Bid, then both/ all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company.
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management etc.

19 Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

- (a) The Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition; and
- (b) The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP; and
- (c) No attempt to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

20 Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time the Contract is awarded.

Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, bid comparison or contract award may result in the rejection of the Bidders Bid



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SECTION – III **CONDITIONS OF CONTRACT**

1. Period of Validity of Bids

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

2. Authorization to Bid

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

3. Project Timelines

- Bank shall provide the address and contact details for delivery of required software items for implementation of the proposed Robotic Process Automation Solution while placing the order.
- The vendor shall submit the acceptance of the Purchase Order within seven (7) days from the date of issuance of Purchase Order. In case of non-receipt of acceptance by the due date, the Purchase Order shall deem to have been accepted by the vendor.
- The selected bidder shall be responsible for supplying, installing, implementing, integrating, customizing, conducting UAT and completing Go-Live of the proposed solution within Eighteen (18) weeks from the date of acceptance of the Purchase Order or Eighteen (18) weeks from the date the Bank informs of the central location, whichever is later.

Sl. No.	Phase	Timeline
1	Delivery of the solution with all the required components at DC and DR including enterprise-wide licenses for Robotic Process Automation solution & applicable middleware licenses/other tools with active/passive setup, required for setting up complete solution as per RFP including all components.	Within 6 weeks from the date of initial Purchase Order or within 6 weeks from Issuance of delivery instruction by the Bank, whichever is later.



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2	<p>Complete setup of Solution including:</p> <p>a. Setup of Infrastructure i.e., OS, DB and any other required components installation and implementation</p> <p>b. Installation and Setup of RPA/IPA solution</p>	<p>Within 12 weeks from date of initial Purchase Order or within 12 weeks from Issuance of delivery instruction by the Bank, whichever is later.</p>
3	<p>Development and Deployment of initial 10 (ten) processes:</p> <p>a. Discovery of processes</p> <p>b. Submission of Plan of Action (PoA)</p> <p>c. Development</p> <p>d. User Acceptance Testing</p> <p>e. Go-live</p>	
4	<p>Development and Deployment of all other identified processes (RPA/IPA) as per accepted POA:</p> <p>a. Processes development</p> <p>b. User Acceptance Testing</p> <p>c. Pre-Go-live audit observation closure</p> <p>d. Go-Live and Sign-Off of Processes</p>	<p>Within the timeline defined in Section II, Point No.13 "Project Completion and Management" from the date of related/respective Purchase Order for other processes identified as part of discovery.</p>

The selected bidder has to complete the implementation of all the functionalities defined elsewhere in the GeM bid. Production license should be activated after successful Go Live.

- Bank reserves the right to change/modify locations for supply of the items. In the event of any change/modification in the locations where the hardware items are to be delivered, the bidder in such cases shall deliver, install and commission at the modified locations at no extra cost to the Bank. However, if the hardware items are already delivered, and if the modifications in locations are made after delivery, the bidder shall carry out installation and commissioning at the modified locations and the Bank in such cases shall bear the shifting charges/arrange shifting. The Warranty should be applicable to the altered locations also.
- The Installation will be deemed as incomplete if any component of the Solution is not delivered or is delivered but not installed and/ or not operational or not acceptable to the Bank after acceptance testing/ examination. In such an event, the supply and installation will be termed as incomplete, and system(s) will not be accepted. The installation will be accepted only after complete commissioning of Solution.
- The Bank will not arrange for any Road Permit / Sales Tax clearance for delivery of hardware to different locations and the selected bidder is required to make the arrangements for delivery of hardware to the locations as per the list of locations /items provided from time to time by the Bank. However, the Bank will provide letters / certificate / authority to the selected bidder, if required.



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- Partial or incomplete or damaged delivery of materials will not be considered as delivered of all the ordered materials. Date of delivery shall be treated as date of last material delivered to the ordered locations if materials are not damaged. In case materials are delivered with damage, Date of delivery shall be treated as date of replacement of damaged material with new one. Delivery payment shall be paid against completion of delivery of all the ordered materials without any damage and proof of delivery duly certified by Bank's Officials, along with delivery payment claim letter.

4. Integration & Interfaces

The selected Bidder has to work with different application vendors in order to integrate new solution to the existing workload or new workloads during contract period.

The selected Bidder has to work with different teams of Bank & application OEMs to understand the policies requirement and configurations of respective applications for the offered solution.

5. Information Security

- The selected Bidder has to use standard procedures like hardening, dedicated configuration in order to comply information security standards including cyber security.
- The selected Bidder will ensure the software delivered is in conformity with information security standards and is without any security vulnerability.
- The Bank will conduct periodic information security audit in the proposed tools after complete implementation.
- The selected Bidder has to do necessary changes in the configuration, fixes etc directed by auditor's/ security team of the Bank after security audits like VAPT, Code Audit etc., without disturbing the production and existing backed up copies and at no additional cost to the Bank.
- The selected Bidder has to follow the industry best practices in configuration of Operating System and other Software.
- Any kind of change like version update, version upgrades etc., in the system after complete installation will not lead into any commercial during contract period.
- The selected Bidder should take adequate security measures to ensure confidentiality, integrity and availability of the information.
- The selected Bidder is liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank's IT/Information Security / Cyber Security Policy.



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- The selected Bidder will have to establish all the necessary procedures/ Infrastructure/ technology / personnel to ensure the Information System Security as per the guidelines prescribed by RBI and the policies of the Bank.

6. Acceptance

Bank will evaluate the offered solution implemented by the selected Bidder. If the solution experiences no failures and functions according to the requirements of the RFP as determined by the Bank during the implementation period, then the solution will be accepted by the Bank, and the project will be considered as deemed signed off.

7. Warranty/ Annual Technical Support (ATS)

The solution and its components (supplied by the Bidder) should be covered under comprehensive 3 – years warranty. The contract is extendable / renewable (for a period of 2 more years) further at the option of the Bank on mutually agreed terms. Warranty / Annual Technical support should cover the following activities but not limited related to the solution and components supplied as part of the contract

- The selected bidder warrants that the Software/Solution will be free of defects in workmanship and materials for a period of time consistent with industry standards and the nature of the Software (“Warranty/support Period”).
- The bidder has to also provide comprehensive On-site Support for three (3) years for solution and its components (supplied by the Bidder) (Annexure-24).
- The warranty/support will cover all supplied components includes software and will start after project acceptance & signoff.
- Warranty/ATS should cover troubleshooting, removing bugs/errors and enhancement (if required). During and after implementation, all upgrades / updates / new version releases will be provided during contract period free of cost.
- The Bidder shall also ensure the requisite knowledge transfer to the identified staff of the Bank for maintenance of the system subsequent to the complete implementation.
- Bidder shall provide Service support on 24 x 7 x 365 basis
- Any issue with the supplied Solution/ Software should be rectified during the contract as part warranty/ATS.
- In case of critical failures when any service becomes unavailable due to malfunctioning of system software etc. the relevant predicament should be attended within 4 hours during business hours, 12 hours during non-business hours and within 24 hours for non-critical failures. For any types of failures engineer should be available at on-site location.
- Version upgrade/ customization /maintenance patches /bug fixes will be done by bidder whenever new version of firmware/software is released at no additional cost to the Bank.



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- Fixing the vulnerabilities pointed by periodical VAPT/ Security assessments/ IS Audits/ Regulatory Audits within the stipulated timelines as per Bank's policy and guidelines
- Work closely for RPA platform related jobs/ assignments with Bank's consultants, authorized service partners, Auditors, Regulators and statutory authorities
- Performing planned/unplanned DR Drills as per the Bank's policy & guidelines
- Bidder should carry out End-to-end management of all types of incidents that may be minor/Major/critical, including detection, logging, resolution, and root cause analysis (RCA), following the best practices prescribed by the ITIL (Information Technology Infrastructure Library).
- Performing quarterly platform validations, health checks against industry standard best practices and provide detailed report along with action plan for implementation by ensuring no operational disruptions
- Bank will be conducting planned / unplanned DR Drills: Bidder shall support the Bank's Disaster Recovery drills, including planning, execution, validation, and reporting
- Component-wise detailed technical documentation with respect to day-to-day operations, admin activities, failover operations etc should be provided and ensure to keep them up to date
- The Software/Solution deployed for this project shall be under Comprehensive Onsite Warranty/ support covering update of software, maintenance or support for its proper operation, performance and output as specified in the tender for a period of three (3) years from the date of acceptance of the Solution.
- If the Software/Solution does not perform in accordance with the contract during the Warranty/ support Period, then the selected bidder shall take such steps as necessary to repair or replace the Software/Solution. Such warranty/support service shall be provided at the selected bidder's expense and shall include all media, parts, labour, freight and insurance to and from the Department's site.
- Warranty service may be provided by a third party, provided such third party is authorized to perform warranty service by the selected bidder or, if the selected bidder is not the Manufacturer, by the Manufacturer prior to the GeM bid closing date and time.
- If any defect in the Software/Solution is not rectified by the selected bidder before the end of the Warranty/ support Period, the Warranty/ support Period shall be extended until, in the opinion of the Bank: a) the defect has been corrected; and b) the Software/Solution functions in accordance with the Contract for a reasonable period of time.
- Despite any other provision, the Bank may return a defective Software/Solution which is not up to the terms and conditions mentioned in the GeM bid to the selected bidder within Sixty (60) days of delivery of the Software/Solution and the selected bidder shall immediately provide full exchange or refund. For the purpose of this section, "defective solution" includes, but is not limited to: a) broken seals; b) missing items; and c)



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Software that are not the most current version at the time of shipping and as per GeM bid terms.

- The selected bidder shall provide, after the warranty/support commences for all Software/Solution components, telephone support to the Bank during Business Days for assistance with the operation of the Software/Solution.
- The selected bidder shall be fully responsible for the manufacturer's warranty/support in respect of proper design, quality and workmanship. The selected bidder must warrant all components, accessories, spare parts etc. against any manufacturing defects during the warranty/support period.

8. Service Level Agreement (SLA)

The responsibilities and targets mentioned below are only indicative and the Bank reserves the right to revise the SLA. The successful bidder shall be required to sign Service Level Agreement (SLA) covering all terms and conditions of this RFP and Purchase Order within 30 days from the date of acceptance of the purchase order. Mutually agreed format of the SLA will be shared with the Successful bidder along with Purchase order.

Service Level Measurement

- Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.
- The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs.
- Automated data capturing and reporting mechanism will be used for SLA reporting.
- The bidder has to leverage proposed monitoring tools to monitor and manage the Solution / IT Infrastructure.
- If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
- In case the resource goes on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper.
- The bidder should provide consolidated reports on the usage and compliance as required by the Bank / regulator as and when required. The format of the report will be provided by the Bank during any such requirement.
- The bidder shall provide monthly system health reports covering performance, utilization, incidents, and recommendations. Failure to deliver reports on time or without actionable recommendations will be considered an SLA breach.



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- The Bidder shall provide SLA Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the end of every month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder.

Uptime

- The selected bidder shall guarantee a 24*7*365 availability with monthly uptime of 99.50% for the solution as specified in Annexure-2 & Annexure-21 during contract period and also during AMC/ ATS (if contracted), which shall be calculated on monthly basis.
- The "Uptime" is, for calculation purposes, equals to the total minutes in a month less Downtime in minutes. The "Downtime" is the time between the Time of Failure and Time of Restoration within the minutes. "Failure" is the condition that renders the Bank unable to perform any of the defined functions on the Solution. "Restoration" is the condition when the selected bidder demonstrates that the solution is in working order and the Bank acknowledges the same.
- The selected bidder should consider high-availability (active-passive) at DC & DR with RTO and RPO defined in Bank's extant policy during the period of contract.
- The downtime calculated shall not include any failure due to bank, third party and Force Majeure.
- The percentage uptime is calculated on monthly basis as follows:

$$\text{Uptime} = \frac{\text{Total minutes in a month} - \text{Downtime minutes in a month}}{\text{Total minutes in a month}} \times 100$$
- Minutes in a month = No. of days in the month * 24 * 60.
- The Downtime calculated shall not include any failure due to Bank and Force Majeure.
- Provide a robust, fault tolerant infrastructure with enterprise grade SLAs with an assured uptime of 99.50%.

9. Training

- The selected bidder shall provide training by OEM to the identified Bank personnel / team on solution or features / service architecture, and functionality during and after implementation. The solution working should be demonstrated to the identified Bank personnel / team of the Bank after completion of the implementation and the review and feedback should be implemented.
- OEM Training to the Bank's team on administering, monitoring, supervising, report generation and usage of Robotic Process Automation solution.



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- The details of the training are to be provided by the selected bidder and shall be subject to evaluation by the Bank to ensure that all the components of the system are covered in the training by the selected bidder.
- The selected bidder shall provide training to the participants without any cost to the Bank/ participants.
- Provide regular training sessions, documentation handovers, and workshops to upskill Bank staff.

10. Onsite Resources

- The broader scope of onsite resources shall include but not be limited as mentioned in Annexure-2. The bidder has to confirm compliance to the Scope of onsite resources as mentioned in Annexure-2. The bidders are required to go through the complete GeM bid document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.
- The Bidder should provide dedicated 2 (two) onsite L1 support for the operations, monitoring, maintenance, support and bug fixes of the proposed RPA Solution including automated processes at the Bank's Head office at Chennai. At least one L1 support resource should be available onsite at any point of time during the contract period.
- The successful Bidder should arrange one (1) L2 resources at our Head office in Chennai during office hours (10 AM to 7 PM) on all Bank working days for requirement gathering, development, testing, deployment, operations, maintenance, enhancement, support and bug fixes of RPA Solution including automated processes, at no extra cost to Bank.
- The resources engaged should execute the Non-Disclosure Agreement.
- Bank reserves the right to claim change in resource based on the performance of the resources.
- The onsite resource will also be responsible for complete day-to-day activities such as end to end management of the solution till the project tenure.
- The billing of onsite support will be commenced after successful project sign-off/acceptance. However, selected bidder has to ensure that onsite resource should be part of the project implementation team.
- The selected bidder has to submit following KYC documents for onsite engineers:
 - Resume latest (Candidate Photograph should be part of Resume only) and Print should be in colour only.
 - Address Proof (Local and Permanent) - Duly attested photocopy by candidate and selected bidder HR.
 - Aadhaar Card - Duly attested photocopy by candidate and selected bidder HR.



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- Relieving Certificate of Previous employer - Duly attested photocopy by candidate and selected bidder HR.
 - Passport - Duly attested photocopy by candidate and selected bidder HR.
 - Background Police Verification report - Duly attested photocopy by candidate and selected bidder HR.
- The selected bidder will be responsible for attending complaints during the contract period.
 - Support should include advising & helping the Bank in implementing controls for the risk advised by regulators/Govt. of India.
 - The selected bidder is responsible for providing practical solution for resolution of the issues and implementation of the same to resolve the issue. If the issue requires OEMs technical person's/ product developer etc., intervention, the selected bidder has to take up suitability with the appropriate level at OEM and obtain the solution and implement it for resolution of the issue. If the analysis of the issue requires log submission, the selected bidder will submit the same for further analysis in consultation with the Bank.
 - The selected bidder should help Bank in resolving any security observations as per the IS policy of the Bank.
 - Onsite Resource charges will be paid quarterly in arrears. In case the resources go on leave/absent, replacements having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution is not hampered.

11. Penalties & Liquidated damages

i. Penalties/Liquidated damages for delay in Delivery of RPA Solution/Software would be as under:

Item	Expected Timeline	Penalty Amount
Non-compliance of Supply of the proposed solution with all the Components of RPA solution at DC and DR with enterprise-wide licenses of Robotic Process Automation solution	Within 2 weeks from the date of initial Purchase Order or within 2 weeks from the date of issuance of Delivery instructions by the Bank, whichever is later.	0.50% on delay in delivery per week or part thereof by the Bank on the total cost for Software licenses as per Table-A of the Annexure-24.
Non-compliance of the installation, implementation, integration, customization, UAT and go-Live of the	Within 2 weeks from the date of initial Purchase Order or within 2	0.50% on delay in installation, implementation, integration, customization, UAT and go-Live per week



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solution & Middleware Licenses/ other tool if applicable at DC & DRS Locations with active/passive setup	weeks from the date of issuance of Delivery instructions by the Bank, whichever is later.	or part thereof by the Bank on the total cost for Software licenses as per Table-A of the Annexure-24.
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- However, the total Penalty/LD to be recovered under above **clauses** shall be restricted to 20% of the total cost mentioned in Table A of Annexure-24 (Bill of Material).

ii. Penalties/Liquidated damages for not maintaining uptime:

- If the selected bidder fails to maintain the guaranteed monthly uptime of 99.50% for the overall solution as specified in Annexure-2 and Annexure-21 during Warranty and AMC/ATS period (if contracted), the penalty for monthly Uptime will be deducted as under (Bidder has to provide Overall solution uptime report monthly):

Level of availability calculated on monthly basis	Penalty Amount
99.50% and above	No penalty
Above 98.50% and below 99.50%	0.10% of Total cost of Ownership* for every hour or part thereof
Above 97.50% and upto 98.50%	0.20% of Total Cost of Ownership * for every hour or part thereof
Above 96.50% and upto 97.50%	0.30% of Total Cost of Ownership * for every hour or part thereof
Above 95.50% and upto 96.50%	0.40% of Total Cost of Ownership * for every hour or part thereof
Less than 95.50%	0.50% of Total Cost of Ownership * for every hour or part thereof

* Total cost of Ownership excluding onsite resources charges.

- However, the maximum penalty levied under above clause shall not be more than 20% of the Total cost of Ownership as per Annexure-24.
- If in any month during the contract period, the uptime is less than 95.50%, the Bank shall levy penalty as above and shall have full right to terminate the contract under this RFP and invoke Performance security. The right of termination shall be in addition to the penalty. The above penalty shall be deducted from any payments due to the selected bidder during contract period.

iii. Penalties/liquidated damages due to specific use case / bot failure

Item	Expected Resolution Time	Penalty Amount
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Penalty due to Specific Use Case/BOT Failure	1 day	0.1 % of the use case implementation cost per day for the delay
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- However, the maximum penalty levied under above clause shall not be more than 5% of the use case implementation cost.

iv. Penalties/liquidated damages due to delay in Response and Resolution of any issue/ Bugs raised by the Bank

Incident Priority is derived from assessment of Impact and Urgency criteria. Incident Priority levels (“Severity Levels”) shall be determined in accordance with the classifications and descriptions as given below.

Impact	Description
Critical	<ul style="list-style-type: none"> • Such class of errors will include problems, which prevent users from making operational and functional use of solution. • Any problem due to which the solution is not available to the Bank users • Any issues due to which the solution does not perform according to the defined performance and query processing parameters required as per the RFP like response slowness or no response of the process or processes and due to which the Bank users will not be able to perform their task in time • No work-around or manual process available • Financial and business impact on Bank
High	<ul style="list-style-type: none"> • Any incident which is not classified as “Critical” for which an acceptable workaround has been provided by the Bidder. • Users face severe functional restrictions in the application irrespective of the cause • Key business systems and support services.
Medium	<ul style="list-style-type: none"> • Any incident which is not classified as “Critical” and “High Priority” for which an acceptable workaround has been provided by the Bidder. • Moderate functional restrictions in the application irrespective of the cause. • No impact on processing of normal business activities. • Equipment/system/Applications issues and has no impact on the normal operations/day-to-day working.
Low	<ul style="list-style-type: none"> • All other residuary issues not defined in” Critical”, “High Priority” and “Medium Priority”. • Any issue at Non-production and UAT setup that may impact bank’s user business hours



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Categorization of events into Critical, High, Medium and Low shall be carried out in consultation with the Bank. Incident Response along with action plan/ mitigation steps should be provided to designated Bank personnel as per the below SLA.

Incident Resolution and Penalty

Severity	Initial Response (in Minutes)	Resolution Time (in Hours)	Penalty
Critical	15	1	1% of Total cost of Ownership* per hour or part thereof
High	30	2	0.5% Total cost of Ownership* per hour or part thereof
Medium	60	8	0.25% Total cost of Ownership* per hour or part thereof
Low	120	48	0.15% Total cost of Ownership* per hour or part thereof

* Total cost of Ownership excluding onsite resources charges.

Submission of RCA, Permanent Fix and Penalty

Severity	Timeline	Penalty
Critical	within 48 hours of the incident resolution	1% Total cost of Ownership* per day or part thereof
High	within 72 hours of the incident resolution	0.5% Total cost of Ownership* per day or part thereof
Medium	within 96 hours of the incident resolution	0.25% Total cost of Ownership* per day or part thereof
Low	within 120 hours of the incident resolution	0.15% Total cost of Ownership* per day or part thereof

* Total cost of Ownership excluding onsite resources charges.

v. Penalties/liquidated damages due to delay in fixing vulnerabilities identified in production

Severity	Timelines (in Weeks)	Liquidity Damage
Fix for Critical Vulnerabilities	1	Irrespective of the number of vulnerabilities, Penalty will be charged at 0.5% of Total Cost of ownership, for delay per week or part thereof.
Fix for High Vulnerabilities	2	Irrespective of the number of vulnerabilities, Penalty will be charged at 0.5% of Total Cost of ownership, for delay per week or part thereof.



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Fix for Medium Vulnerabilities	3	Irrespective of the number of vulnerabilities, Penalty will be charged at 0.25% of Developer Cost of one quarter, for delay per week or part thereof.
Fix for Low Vulnerabilities	5	Irrespective of the number of vulnerabilities, Penalty will be charged at 0.25% of Developer Cost of one quarter, for delay per week or part thereof.

vi. Penalties/liquidated damages for Onsite resources:

Item	Time	Penalty
Absence/Leave of onsite resource without equivalent or higher qualified replacement arranged	During a month	Bank will pay proportionate charges only for the qualified onsite resources deployed for the said month. A penalty of 0.5% of the monthly resource cost for the respective onsite resource will be levied for each week and part thereof.
Submission of Monthly system health reports with performance metrics, utilization trends, incidents, and actionable recommendations	Within 5 business days of the reporting period end.	0.5% of the total monthly resource cost will be levied for each week and part thereof.

However, total penalty under this clause will be limited to 20% on the monthly onsite resource charges payable to the selected bidder.

vii. Penalties/Liquidated Damages for non-performance: If the selected bidder does not meet the specifications/terms of the RFP during various tests/stages, the selected bidder shall rectify the same at bidders cost to comply with the specifications/terms of the RFP immediately to ensure the committed uptime/terms, failing which the Bank reserves its right to withhold the payment, impose penalty and invoke the Bank Guarantee/ nullify the contract.

viii. Others

- All the Penalties/Liquidated Damages mentioned in the above clauses are independent of each other and are applicable separately and concurrently.
- The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.



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- If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or the services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.
- The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the selected bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty were provided for under the contract.
- Regulatory Penalty Levied by Regulators on account of services automated by the bidder: If any penalty is levied by any Regulator on the Bank which is attributed to the solution or any of its components, then the entire amount of such loss shall be recovered from the Bidder on actual basis.
- LD is not applicable for the reasons attributable to the Bank and Force Majeure.

12. Payment terms

The payment schedule will be as under and will be released after execution of contract agreement:

- Payment schedule for required Software for Robotic Process Automation solution with required OS, Database License and other Licenses etc. will be as under:

Sl. No.	Description of Items and services	% of Payment	Conditions/Remarks
a.	Delivery and Installation of Licenses, Other Components and All software, required for RPA/IPA solutions setup at (UAT, DC & DR)	NIL	Within 2 weeks from the date of purchase order or readiness of hardware by the Bank, whichever is later.
b.	Installation & implementation charges for DC and DR with Active/Passive in DC/DR and High Availability	100 % As per Sl. No 1, Table-C of Annexure-24	2 weeks after successful production deployment of each use case and on submission of Invoice and Acceptance/Sign off by the Bank and on



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	within DC setup for RPA Solution		production of relevant documents and after deducting Liquidated Damages (if Any).
c.	Enterprise License for Robotic Process Automation Solution	100% As per Table-A of Annexure-24	After Successful Go live, Payment of the licenses will be quarterly in arrears and on submission of Invoice and Acceptance/Sign off by the Bank and on production of relevant documents and after deducting Liquidated Damages (if Any).
d.	Onsite Resources for Robotic Process Automation Solution	Payment will be Quarterly in arrears after and on submission of Invoice and Attendance copy signed by Bank official and on production of relevant documents and after deducting Liquidated Damages (if Any).	
e.	Premium Support	Payment will be quarterly in arrears after deducting applicable penalties and Liquidated damages (if Any).	

- Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office and Manufacturer's/ Supplier's Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- The selected bidder has to submit installation report/Sign off report duly signed by the Bank officials of the respective Branch/offices in originals while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- Bank will not pay any amount in advance unless otherwise specified in this RFP.
- All Payment shall be released within 30 days from the date of submission of relevant documents as per GeM bid terms and found in order as per GeM bid terms.
- The bank shall finalize the installation and acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, by centrally by Head Office at Chennai and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.



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13. Support

- The Support should be for an unlimited number of incidents reported to the selected Bidder and they have to provide solution to resolve the issue as defined in Section III, Point No.8 and 11. The support should be provided over phone, E mail, web based portal, in person, if required. All escalations will be attended / responded-promptly as defined in Section III, Point No.8 and 11.
- The Bidder will be responsible for attending complaints during all hours on 24*7*365 basis of contract period.
- Support has to cover /solve day-to-day issue while using the supplied tools in our environment like resolving the issues related to incident, security threat, signature updates, daily updates, product related issues and any other issues to the Bank as per SOW/SLA at no extra cost.

14. Mean Time Between Failures (MTBF)

If during the warranty period, any software items fail on three or more occasions in a quarter, such items shall be replaced by equivalent / superior new software items by the bidder at no additional cost to the Bank.

15. Software, Drivers, Data Dictionary and Manuals

The selected bidder shall supply along with each item all the related documents, Software Licenses loaded in the Hardware items without any additional cost. The documents shall be in English. These will include but not restricted to User Manual, Operation Manual, Data Dictionary, Other Software and Drivers etc.

16. Documents, Standard Operating Procedures and Manuals

All related documents, manuals, Standard Operating Procedures (SOPs), best practice documents and information furnished by the Bidder shall become the property of the Bank.

17. Defect Liability

In case any of the supplies and equipment delivered under the Contract are found to be defective as to material and workmanship and / or not in accordance with the requirement, and/or do not achieve the guaranteed performance as specified herein, within the warranty period of the contract, the selected Bidder shall forthwith replace/make good such defective supplies at no extra cost to the bank without prejudice to other remedies as may be available to the bank as per RFP terms.



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18. Subcontracting

- VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.
- Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

19. Right to Audit

- The VENDOR has to get itself annually audited by internal/ external empanelled Auditors appointed by the PURCHASER/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the PURCHASER/such auditors in the areas of products (IT hardware/software) and services etc., provided to the PURCHASER and the VENDOR is required to submit such certification by such Auditors to the PURCHASER. The VENDOR and or his/their outsourced agents/subcontractors (if allowed by the PURCHASER) shall facilitate the same. The PURCHASER can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the VENDOR. The VENDOR shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the PURCHASER.
- Where any deficiency has been observed during audit of the VENDOR on the risk parameters finalized by the PURCHASER or in the certification submitted by the Auditors, the VENDOR shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

20. Governing language

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



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21. Insurance

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

22. Jurisdiction and Applicable Law

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

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

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

24. Performance Security

- a) Within 15 days of acceptance of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to 5% of the contract value valid for Ninety days beyond the date of completion of all contractual obligations with further 60 days as claim period, in the format enclosed (Annexure-6). Performance Security may be furnished in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee (including e-Bank guarantee) from a Commercial bank or online payment. Relaxation if any, extended by GOI/ competent authorities for furnishing PBG shall be passed on to eligible bidders.
- b) The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations or any other claim under the Contract.
- c) The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful performance obligations under the Contract.
- d) Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment



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of the award and forfeiture of the bid security, in which event the Bank may call for new bids.

25. Limitation of Liability

Successful bidders' aggregate liability under the contract shall be at actual and limited to a maximum of the contract value.

This limit shall not apply to third party claims for:

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

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

26. Indemnity Clause

With regard to confidentiality obligations, 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.

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

27. Disclaimer

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

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



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

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

28. Patent Rights

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

29. IT Act 2000

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

30. Intellectual Property Rights (IPR)

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

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and



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proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

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

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

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

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

31. Acceptance of Purchase Order

Acceptance of purchase order should be submitted within 07 days of issuance of purchase order along with authorization letter by the successful bidder to the Bank. If for any reason successful bidder backs out after issuance of purchase order or the purchase order issued to the successful bidder does not get executed in part/ full, Bank shall invoke Bid Security and blacklist the bidder for a period of one year.

32. Signing of Contract Form, NDA, SLA

Within thirty (30) days from the date of Purchase Order, the successful bidder shall sign the contract form (Annexure-5), Non-Disclosure Agreement (Annexure-7) and Service



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Level Agreement and return it to the Bank. The Pre-Contract Integrity Pact (Annexure-10) executed between the Bank and successful bidder(s) is deemed to be a part of the contract. Penalties will be pegged at the cost of 0.10% of Implementation invoice for delay in the submission of documents.

33. Settlement of Disputes

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

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

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

- a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.
- b) If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- c) Arbitration proceedings shall be held at Chennai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as



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determined by the Arbitral Tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- e) Where the value of the contract is Rs 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties, failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).
- f) Notwithstanding any reference to arbitration herein,
 - a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - b. the Bank shall pay the supplier any monies due to the supplier.

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

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

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

35. Exit Clause

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

36. Termination for Default

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

- a. If the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.



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- b. If in half yearly review Bank finds sales performance of Service Provider unsatisfactory.
- c. If in half yearly review Bank finds Cost-Benefit analysis unfavorable for Bank.
- d. If the successful bidder fails to perform any other obligation(s) under the Contract.
- e. If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- f. In case of a successful bidder revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

For the purpose of this clause:

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

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

The Goods that are complete and ready for shipment within ninety (90) days or as per project requirement after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/ or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

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

37. Termination for Insolvency

If the successful bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over in part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous



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action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the successful bidder.

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

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

38. Force Majeure

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

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

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

39. Termination of Services/ Contract

Bank shall serve the notice of termination to the successful bidder at least 30 days prior, of its intention to terminate services. The Bank will be entitled to terminate the services/ contract, without any cost to the Bank and recover expenditure incurred by Bank, on the happening of any one or more of the following:

- a. The successful bidder commits a material breach of any of the terms and conditions of the bid.
- b. The successful bidder goes into liquidation voluntarily or otherwise. In such case, the



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source code, and other developments in software, etc. will become proprietary of the Bank.

- c. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- d. The progress regarding the execution of the order accepted by the successful bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the successful bidder is bound to make good the additional expenditure, which Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- e. Non-satisfactory performance of the successful bidder during implementation and operation.
- f. An act of omission by the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract.
- g. Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.
- h. Material discrepancies in the Deliverables and Services noted in the implementation of the Project. Bank reserves the right to procure the same or similar product from the alternate sources at the risk, cost and responsibility of the bidder.
- i. Successful bidder is found to be indulged in frauds.
- j. The bank suffers a reputation loss on account of any activity of successful bidder or penalty is levied by regulatory authority.
- k. In the event of subcontract or assignment contrary to the terms of agreement.
- l. In the event of termination of the project specific contract.
- m. If in Half Yearly review, Bank finds sales performance of service provider unsatisfactory.
- n. If in Half Yearly review, Cost-Benefit Analysis is found unfavourable for Bank.

40. Confidentiality

The supplier will be exposed to internal business information of the Bank, affiliates, and/ or business partners by virtue of the contracted activities. The Bidder/ their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data/ information. After termination of the contract also the successful bidder/ supplier shall not divulge any data/ information collected from the Bank during the project.

During the expiry or termination of the contract, the successful bidder shall handover the complete data related to the project, to the Bank in a manner specified by the Bank. The successful bidder shall also provide all support for migrating the data from the successful bidder's system to the new system, to be implemented by the Bank or the new service provider of the Bank, at no additional cost to the Bank.



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The supplier will have to enter into a Non-Disclosure agreement (Annexure-7) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.

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

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

41. Negligence

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

42. Amalgamation

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

43. Hardware Relocation

In the event of hardware shifting, the Bidder is required to provide comprehensive support for the installation and configuration of the firewall. This includes, but is not limited to, assistance during the physical relocation of the firewall, ensuring seamless integration into



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the new setup, and maintaining security protocols throughout the process. The Bidder must be available to perform these services whenever the Bank decides to move the firewall in the future.

44. Inspections and Tests

The Purchaser or its representative(s) shall have the right to do Pre-Delivery Inspection of the Hardware being proposed for the purchaser at the Bidder's premises or OEMs manufacturing site to ensure that Hardware being provided to the Bank confirms to requisite specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

Further Bank also reserves the right to do Post Delivery inspection of the hardware at Bank's Premises where supplier has delivered the Hardware. In such cases, Bidder has to provide the required support/tools to carry out the Post Delivery inspection of the hardware supplied.

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

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

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

Bank shall conduct Pre on boarding & Post on boarding Risk Assessment of the successful bidder. Bidders are required to cooperate in providing the required support during the process of Pre on boarding & Post on boarding Risk Assessment.

45. Use of Contract Documents and Information

The successful bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/ authorized by the successful bidder in the



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performance of the Contract. Disclosure to any such employed/ authorized person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

46. Implementation of Services

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

47. Taxes and Duties

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

48. Compliance with Policy

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

49. Compliance with Statutory and Regulatory Provisions

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

50. Other Terms and Conditions

- The relationship between the Bank and Successful Bidder/s is on a principal-to-principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- Successful bidder/ Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the successful bidder/ Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power,



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vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the successful bidder/ Service Provider, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the successful bidder/ Service Provider shall be paid by the successful bidder/ Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the successful bidder's/ Service Provider's employees, agents, contractors, subcontractors etc. The Successful Bidder/ Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Successful Bidder/ Service Provider's employees, agents, contractors, subcontractors etc.

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



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- The bidder shall submit a non-disclosure agreement duly signed by authorised signatories.

51. General Terms and Conditions

51.1 Rejection of Bids

The Bank reserves the right to reject the Bid if,

- i. Bidder does not meet any of the pre-bid eligibility criteria mentioned in RFP.
- ii. The bid is incomplete as per the RFP requirements.
- iii. Any condition stated by the bidder is not acceptable to the Bank.
- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/ fake/ false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information/ clarification sought by the bank for evaluation of bid.

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

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

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

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

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

51.2 Representation and Warranties

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



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



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ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been/ shall be made.

- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment, or modification of any agreement/ contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal, or beneficial title, or other interest in the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required by the bidder to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.
- xii. Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

51.3 Relationship of Parties

- i. Nothing in the Contract shall constitute any fiduciary relationship between the Bank and Bidder/ Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank and Bidder and/ or its employees.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- iii. Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- iv. All employees/ personnel/ representatives/ agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/ RFP shall be



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in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury/ death/ termination) of any nature to the employees/ personnel/ representatives/ agent etc. of the Successful Bidder.

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

51.4 No Right to Set Off

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

51.5 Publicity

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

51.6 Conflict of Interest

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

51.7 Solicitation of Employees

The selected Bidder, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

- a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has



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- been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

52.8 Notices and Other Communication

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

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

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

52.9 Severability

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

52. Pre-Contract Integrity Pact

Bidders shall submit Pre-Contract Integrity Pact along with the technical bid as per Annexure-10 of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the Bank committing the persons/ officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

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

Adoption of Pre-Contract Integrity Pact



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- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons/ officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participation in the bidding process.
- The Bidders shall submit signed Pre-Contract integrity pact as per the Annexure-10. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/ brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty/ Guarantee/ AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

- | |
|--|
| <ol style="list-style-type: none"> 1. Shri. M. J. Joseph, ICAS (Retd.)
 <i>Email: mohan.joseph@gmail.com</i> 2. Shri. Manoj Pant
 <i>Email: mpant2007@gmail.com</i> |
|--|



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- Any Change in law/ policy/ circular relating to Pre-Contract Integrity Pact which vitiate the agreement shall accordingly be applicable with immediate effect on written intimation from the Bank.
- Any violation of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, Prevention of Corruption Act (PC Act), 1988 or other Financial Rules as may be applicable to the Bank.

53. Substitution of Team Members

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

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

54. Severability

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



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SECTION – IV

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GeM PORTAL

1. Submission of Bids through GeM Portal

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

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

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

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

2. Offline Submissions

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

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

Note: Companies registered as Micro/ Small Units under MSE/ NSIC should submit documentary proof for claiming exemption from Cost of Bid Security. However, to claim the benefits of MSE preference, bidder must be the manufacturer of the offered product. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.



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The bidder is requested to submit the original documents (as mentioned under point no. 8 of Schedule [A]) in a Sealed Envelope on or before **13/04/2026 03:00 PM**. to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as “**RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)**” and the words ‘**DO NOT OPEN BEFORE 13/04/2026 03:30 PM**’.

3. Other Instructions

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



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List Of Annexures

Annexure 1
Eligibility Criteria

Sl. No.	Qualification Criteria	Documents to be submitted In compliance with Qualification Criteria	Bidders Response
1.	Signing of Pre-Contract Integrity Pact	The bidder should submit signed Pre-Contract integrity pact on Non-Judicial Stamp Paper of Rs.500/- or more (as per respective state Stamp Act whichever is higher).	
2.	The Bidder should either be Class-I or Class-II local supplier as defined in Public Procurement (Preference to Make in India) Revised Order (English) dated 19/07/2025.	Certificate of local content of the proposed solution to be submitted as per Annexure-17 as applicable.	
3.	The Company operating should be legally compliant company and can be: a. A partnership firm or a Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008. (OR) b. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013. (OR) c. Proprietorship firm duly registered under the applicable shops and commercial Establishments Act and should be compliant to all the applicable laws.	Copy of Certificate of Firm/LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. (OR) Copy of Certificate of registration under and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies. For (c) Documentary proof for confirming registration of Proprietorship firm (e.g. Copy of Certificate of registration under shops and commercial Establishments Act., GST etc.)	
4.	Bidder Company shall not be owned or controlled by	Letter of Undertaking in company's letter head has to submit in this effect.	

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	any Director, or Key managerial personnel of the Indian Bank or their relatives.		
5.	The bidder should provide confirmation that any person/ Partnership/ LLP/ Company including any subsidiary or holding company/ proprietorship connected to bidder directly or indirectly has not participated in the bid process.	The bidder should submit letter of confirmation on the Company's letter head to this effect.	
6.	The bidder should have an average annual turnover of Rs.100 Crore (Rs. 80 Crore for MSEs / Startups) over the last 3 financial years (i.e., 2022-23 & 2023-24, 2024-25) from Indian operations. This must be the individual company turnover and not of any group of companies.	Bidder should submit Audited Balance Sheet copies for last 3 financial years i.e., 2022-23 & 2023-24, 2024-25 along with certificate from the Company's Chartered Accountant to this effect with Unique Document Identification Number.	
7.	The Net Worth of bidder should not be negative as on 31/03/2025 and also should have not been eroded more than 30% in the last three financial years ending on 31/03/2025 (year-wise erosion, not cumulative)	The bidder should submit certificate from the Company's Chartered Accountant with UDIN to this effect.	
8.	The Bidder should have implemented and maintained the RPA tool/software in at least two Scheduled Commercial Banks (except RRB and Co-operative Banks) having at least 2000 branches, in India during last five years as on the date of submission of bid	The bidder has to provide relevant purchase order/ work order / engagement letter along with satisfactory project completion certificate/ Reference letter from the Concerned Organization/Email reference from the client clearly specifying the satisfactory working of the RPA Software/tool. <i>Kindly note that that Client's Email should be from their official Email IDs</i>	



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		<i>only, containing their name, designation & Contact number.</i>	
9.	Past/ present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	The Bidder should clearly submit litigations, if any in their company letter head as per Annexure-26. False declaration may result in disqualification. Decision of the Bank will be final and Binding with respect to litigations of Bidder.	
10.	<p>Any bidder (including OEM and OSD/OSO, if any) from a country which shares a land border with India will be eligible to bid, only if the bidder (including OEM and OSD/OSO) are registered with the Competent Authority. Bidder (entity) from a country which shares a land border with India means:</p> <p>a. An entity incorporated, established or registered in such a country; or</p> <p>b. A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d. An entity whose beneficial owner is situated in such a country; or</p> <p>e. An Indian (or other) agent of such an entity; or</p> <p>f. A natural person who is a citizen of such a country; or</p> <p>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p>	<p>A declaration stating "We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from such a country, has been registered with Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered" to be submitted in Company's letter head. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]</p>	



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11.	The Bidder shall have local office in Chennai to liaison various activities.	The Bidder has to furnish their details like contact details with postal address, no. of personnel etc., besides Local Contact Person Name, Address, Phone No, Mobile No, Email etc., in Annexure-19.	
12.	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices/ deficiency in services by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.	The Bidder should submit self-declaration on the Company's letter head to this effect.	
13.	Authorization Certificate - Whether the Bid is authenticated by authorized person.	Bidder to submit a copy of the Board Resolution and the Power of Attorney and KYC documents evidencing the authority delegated to the authorized signatory.	
14.	The Bidder should be the OEM or Authorized partner of the OEM for Supply and Support of the Proposed items in India	Bidder to submit Manufacturers Authorization Form as per Annexure-14	



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Annexure 2
Scope of Work

Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks
1. <u>General:</u>			
a.	Bank has decided to implement an Intelligent Automation System integrating Robotic Process Automation (RPA) Solution with latest features, technologies and security measures. The scope includes supply, implementation, customization and maintenance of the solution and other components as required to run the proposed solution. The period of contract will be 3 years. The contract is extendable / renewable (for a period of 2 more years) further at the option of the Bank on mutually agreed terms.		
b.	The solution should be able to cater to the automation of critical & highly repetitive banking processes to drive better efficiency in the organization by reducing the turn-around time, improving accuracy and achieve digital transformation of Bank during the contract period. The architecture and configurations shall be drawn in such a way that One (1) assignment, execution, monitoring utility/Control Room/Orchestrator can accommodate 20 robot connections on day 1 and should be capable of scaling up to at least 100 robot connections at any time during the Contract Period in production set up. Accordingly, Bidder has to factor the licenses.		
c.	<p>Production setup of the solution should be deployed in DC and DR 1:1. The High Availability should be built in Active-Passive mode between DC and DR and should be capable of switchover/failover from DC to DR and vice-versa anytime. Additionally, the Assignment, execution, monitoring utility/Control Room/Orchestrator should be configured as High Availability within DC.</p> <p>Solution should be configured in n+1 node for bots for allocating tasks and licenses dynamically as a backup / failover purpose (where n is number of license).</p> <p>Bidder has to provide a separate annexure mentioning the below points with this document:</p>		



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Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks
	1. Architecture of overall RPA solution & License requirement 2. Procedure to achieve Failover and High Availability 3. Overall Features of the solution including Scope of the work and technical requirement		
d.	Both DC & DR Setups should be individually capable of catering to the entire requirements and scope as mentioned in the RFP at any point of time during contract period.		
e.	The Bidder shall be responsible for requirement gathering, designing, building and testing of the RPA solution, so as to ensure end-to-end automation of the processes with little to no manual intervention.		
f.	The Bidder shall be responsible for Supplying, Installing, Integrating & Maintaining the Comprehensive Intelligent Automation System, including the necessary RPA Licenses and any other tool required to implement bank's processes/ATS/Warranty/AMC support. The ATS for software or any other licensed items shall be on a yearly renewal basis.		
g.	The Bidder shall provide a draft implementation plan vetted by the OEM along with the technical bid. The proposed solution / design architecture should be endorsed by the OEM for implementing best practices and security standards.		
h.	The Bidder shall configure the solution in such a way that it suits best with the Bank's infrastructure, vetted by the OEM and approved by the Bank.		
i.	The Bidder should ensure that the Intelligent Automation Solution integrating Robotic Process Automation & Appliances /Tools are running with the latest stable versions from the OEM. Any new version released by the OEM during the Contract Period should be made available to the Bank and shall be deployed after taking necessary approvals from the Bank as part of Warranty/ Annual Technical Support.		
j.	The Bidder shall be responsible for the implementation of patches, version updates and version upgrades of the RPA solution and associated tools and also to provide support to the end-users as part of Warranty/ Annual Technical Support.		
k.	The Bidder shall adhere to any guidelines issued by Bank/ Regulators/ Statutory authorities/ IS Auditors related to the		



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Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks																		
	RPA Setup from time to time as part of Warranty/ Annual Technical Support.																				
l.	The Bidder shall be responsible to provide all functionalities that the RPA Setup supports.																				
m.	The Bidder shall conduct a comprehensive assessment of the identified processes and identify the processes that are suitable for intelligent process automation and Robotic Process Automation apart from the use cases provided by the Bank. The assessment will include the identification of any process, activity, or workflow that can be improved through automation, either partially or fully, using Intelligent Automation System integrating Robotic Process Automation (RPA) technologies. Also, the Bidder should provide recommendations, accelerators, tools and methods to enhance the delivery of process automations.																				
n.	The Bidder should arrange awareness / brainstorming sessions regarding Robotic Process Automation solution with Bank's team to identify new processes, as and when required by Bank at no extra cost.																				
o.	The Bidder has to perform Failover / Switchover Drills and other Load Testing activities for the proposed solution as and when called by the Bank, at least once in a quarter. The on-site resources of the Bidder have to ensure end-to-end coordination, support, testing and other related activities for such Drills / Tests, as and when called by the Bank.																				
p.	<p>As per the present requirements of the Bank, Bidder has to provide the following on-premises production setup at DC and DR:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">SI No</th> <th style="text-align: center;">Item</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Unattended Bot Licenses</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Attended Bot Licenses</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Developer/Bot Creator License</td> </tr> <tr> <td style="text-align: center;">4</td> <td>ICR/OCR/IDP/ Document Classifier (pac, 5 Lakh Pages)</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Human in Loop (no of Users)</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Workflow System (No of Users)</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Control Room/Orchestrator</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Agentic AI platform</td> </tr> </tbody> </table> <p>On-premises UAT setup for the Bank will be as follows:</p>	SI No	Item	1.	Unattended Bot Licenses	2.	Attended Bot Licenses	3	Developer/Bot Creator License	4	ICR/OCR/IDP/ Document Classifier (pac, 5 Lakh Pages)	5	Human in Loop (no of Users)	6	Workflow System (No of Users)	7	Control Room/Orchestrator	8	Agentic AI platform		
SI No	Item																				
1.	Unattended Bot Licenses																				
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SI. No.	Scope of Work		Bidder's Compliance (Yes/No)	Remarks
	SI No	Item		
	1	Unattended Bot Licenses		
	2	Control Room/ Orchestrator		
	3	Developer / Bot Creator License		
q.	<p>The Bidder should provide a comprehensive dashboard for performance monitoring of Bots and the process that are automated.</p> <p>It should enable the Bank to monitor the entire environment including but not limited to Bot operations (successes, failures, runtime updates), Human operations (pending tasks, operational insights, completed tasks), AI insights (consumption, usage, access to AI), and business insights (any business KPIs from the data that are handled by the Bot that need to be visualized for business stakeholders) and audit dashboards across all tasks performed in the platform.</p>			
r.	<p>The bidder must ensure the presence of OEM Professionals during the implementation phase, and at least for six months post successful implementation.</p> <p>Also, the Bidder should factor a premium support from the OEM, for managing any technical issues related to the products supplied under this RFP, on a 24*7 basis. The onsite resource will raise a call for all technical issues and should resolve the same within the Bank defined timelines.</p>			
s.	<p>The Bidder should monitor and analyse the system / server performance and utilisation of the RPA Setup and has to submit periodic system health reports with recommendations.</p>			
t.	<p>The Bidder shall provide an active response / Root Cause Analysis (RCA) to any issues / incidents related to the RPA Setup/solution within the timelines mentioned in this RFP.</p>			
u.	<p>The Bidder should provide consolidated reports on the usage and compliance reports, as and when required by the Bank.</p>			
v.	<p>The Bidder should provide daily reports of unsuccessful processes with reason, time and action taken and a dashboard should be made available for the end user.</p>			
w.	<p>Bank will conduct VAPT / Audits through Bank's officials / authorised partners / regulators. Bidder has to ensure timely fix of vulnerabilities, ensure timely implementation of</p>			



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	recommendations and ensure all observations as provided by the Auditors have been complied, at no additional cost.		
x.	The Bidders are required to quote for the entire solution - along with any tool Licenses, ATS / Warranty / AMC support, etc. as may be required to fulfil all the requirements of the RFP and these will come under the scope and responsibility of the Bidder.		
y.	The Bank also reserves the right to procure additional RPA license, and Onsite resource service as and when required, during the Contract Period with the selected Bidder at the discovered price in this RFP.		
z.	The Bank also reserves the right to add / surrender licenses at any time as per the requirements of the Bank during the Contract Period and the payments will be done on a pro-rata basis from the month of addition of such licenses. In case of surrender Bank will stop the renewal from next renewal due date. The bidder shall raise invoice for renewal of licenses, as per the usage, on bank's confirmation.		
aa.	Based on the Bank's Day 1 requirement, the bidder has to supply the required licenses as per RFP terms and conditions. Bidder has to factor an assignment, execution, monitoring utility/Control Room/Orchestrator, which can handle up to 20 robots' connections from day 1 for production setup. Whenever there is any additional bot license required, the bank will procure the bot license at the discovered price in this RFP, the same orchestrator/control room should be scalable to handle 100 robots anytime during contract period.		
bb.	The Bidders shall be required to give presentation regarding (i) Solution Architecture, Scalability and Adaptability, (ii) Capability of integration with third-party tools, APIs, DB Links, and Web services etc. (iii) Dashboards, and monitoring tools for performance and governance (iv) Roadmap and future readiness: AI/ML and Agentic Capability (v) Implementation methodology and Strategy for implementation in Indian Bank (vi) Past RPA implementations in BFSI and SLA commitments		



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Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks
	(vii) Strength of technical team and support model (viii) Presentation Quality: Clarity, structure, and ability to explain complex concepts, Demonstration of live RPA use cases or prototypes (ix) Technical & functional requirements of the bank as per Annexure-21 during the technical evaluation process as per the directions by the Bank.		
2. <u>Audit Trail:</u>			
a.	The solution / system should provide for adequate audit trail including log reports for all the activities and any changes in configuration, information/data changes, updates, etc.		
3. <u>Security Features:</u>			
a.	<u>Data Encryption:</u> The system shall support AES 256-bit, TLS 1.2 and above for sensitive data and shall conform to latest encryption algorithms within the contract period. Solution should support Post Quantum Cryptography (PQC) whenever it will be available in the market.		
b.	<u>Prevention of Unauthorized access:</u> The system shall integrate with Bank's existing access control mechanisms including but not limited to Privileged Identity Management solution and Active Directory.		
c.	The solution should comply with the General Data Protection Regulation (GDPR), DPDP act and all other data privacy security including PII data guidelines in existence and mandated by the Government and Regulatory bodies from time to time.		
d.	The web / URL access to the Assignment-Execution-Monitoring utility / Control Room / Orchestrator of the proposed solution should be through HTTPS (Banks shall provide SSL certificates as and when required), be accessible from Bank's network / premises only, and should not be disclosed to any other external network / web and access should be through Active Directory. Solution should support Quantum-safe SSL/TLS certificates whenever it will be available in the market.		
4. <u>Compliances:</u>			
a.	The solution should conform to the security/regulatory requirements of the Banks IT and Security Policies in vague, RBI/CERT-In/Gol etc., and bidder should provide such		

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Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks
	regulatory requirements at no additional cost to bank during the contract period.		
b.	Data captured in the solution should not be stored outside the Bank's Network.		
5. <u>Operational Support:</u>			
a.	<p>The responsibilities of the selected Bidder include, but not limited to the following:</p> <ul style="list-style-type: none"> • Provide support for all system and associated components of the RPA Solution • Provide support for newly developed processes and change request of existing processes also • Ensuring that the system is available 24x7 • Re-installations, in the event of system crash/failures • Develop Standard Operating Procedures (SOPs) as per best practices and requirements of the Bank • Ensure implementation of policies as per regulatory requirements issued from time to time • Health monitoring of the RPA application and resource utilization report of all the hardware/servers related to RPA solutions. If resource utilization crosses the 75%, vendor has to inform immediately to the Bank team. • Automated alert should be generated for resource utilization bottlenecks. • DC and DR automated processes should be in sync. 		
6. <u>Onsite Resource/Support:</u>			
a.	<p>The Onsite support resource should have certification on the proposed RPA solution along with minimum Graduate Qualification.</p> <p>L1 resource should have at least 2 years' experience in the proposed RPA solution. (Experience Certificate, Graduation / Post Graduation Certificate and Professional/Associate Course Completion Certificate on the proposed RPA solution have to be submitted with this Annexure).</p>		
b.	<p>The Onsite support resource should have certification on the proposed RPA solution along with minimum Graduate Qualification.</p> <p>L2 resource should have at least 4 years' experience in the proposed RPA solution. (Experience Certificate, Graduation / Post Graduation Certificate and Advanced Professional</p>		

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Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks
	Course Completion Certificate on the proposed RPA solution have to submit with this Annexure).		
c.	Any later substitution / replacement of resources is to be done in compliance to these minimum requisites. These are the minimum qualification and experience stipulated by the Bank. However, the bidder may depute onsite personnel with higher qualifications / experience.		
d.	The successful Bidder should arrange two (2) L1 and one (1) L2 resource at our Office in Chennai during office hours (8 AM to 8 PM) on all Bank working days for requirement gathering, development, testing, deployment, operations, maintenance, enhancement, support and bug fixes of RPA Solution including automated processes.		
e.	L1 onsite resource should assist L2 resource for requirement gathering, designing, enhancing, developing, testing, etc.		
f.	The alternate resource(s) for L1 and L2 with similar skill will be made available to the Bank if assigned resource(s) goes on leave (Experience Certificate, Graduation / Post Graduation Certificate and Professional/Advanced Course Completion Certificate on the proposed RPA solution have to be submitted for alternate resource(s)).		
g.	Onsite resource shall be fully responsible for the installation, re-installation, configuration, upgradation, maintenance, troubleshooting, support and other day-to-day activities of the RPA solution including any other tool required to implement the solution.		
h.	A Process Design Document (PDD) is a document that captures the flow of a business process to be developed within RPA. On-site resource shall submit Process Design Document (PDD) for developed processes immediately as per bank's format during the contract period.		
i.	Resources should develop and support the Bank for implementation of RPA processes as per requirement of Bank from time to time using the features offered by RPA solution.		
j.	Resources have to study ongoing requirements, prepare and submit detailed step-by-step scope document for sign off before implementing the RPA smoothly without gaps and with minimum manual intervention and implement the same in production, development and test environments.		
k.	The resources should submit procedural documents related to the day-to-day operations, failure of deployed processes		

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Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks
	with reason and action taken, backup, periodic restorations, etc. of the RPA Solution.		
l.	Resources have to submit monthly progress reports along with timelines regarding process identification, development, enhancement, and deployment with outcome benefit from automation as per Bank's format.		
m.	Onsite resource should provide best practice approaches for process design, configuration, deployment, etc.		
n.	Use agile development methodology and focus on ensuring operational efficiency, quality and cost efficiency of the solution.		
o.	Creating and managing environments for Integration Testing and User Acceptance Testing.		
p.	If the performance of any Onsite Resources is not satisfactory, Bidder has to replace such resources within 30 days from the date of communication from the Bank.		
q.	Bidder has to mandatorily comply with the specifications/requirement mentioned in Annexure-21. Bidder has to provide their response in Annexure- 1 basing on which, bank will provide marks.		
r.	Bank has implemented various security measures such as-Anti-DoS, Anti-DDoS protection, Data Leakage Prevention (DLP), Web Application Firewall (WAF), SIEM, Server Security, Privileged Identity management (PIM), Identity and Access Management (IDAM). The responsibility for implementing, configuring, and managing these security controls will remain with the Bank. The bidder's role is to ensure that their solution is compatible and does not compromise the existing security		
s.	Solution's license requirements and associated infrastructure including any tool requirements and other information is captured in Annexure 20 - Sizing.		
7. Knowledge Transfer:			
a.	The Bidder shall provide basic knowledge on the operation, functionalities, maintenance, etc. of the proposed RPA solution to the designated officials of the Bank, through the OEM's Authorized person, at Chennai.		
b.	During contract period If Bank requires any knowledge transfer to Bank's empanelled / authorised partner, Bidder should arrange knowledge transfer session at the Bank's IT Headquarters, Chennai at no extra cost to the Bank.		

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Annexure -3
Bid Form

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

Date: _____

The Asst. General Manager
Indian Bank
IT Department, 4th Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

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

We undertake, if our bid is accepted, to deliver the goods & services in accordance with the RFP terms & conditions.

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

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

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

We further represent and warrant that, the representations and warranties specified in under RFP document has been read and understood by us and we agree that they shall survive the term and termination.

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.



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Date: 18/03/2026

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

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

Dated thisday of 202..

Signature

.....

(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

.....

.....

.....

Mobile:

Email



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Annexure - 4
Self-Declaration – Blacklisting

The Asst. General Manager
Indian Bank
IT Department, 4th Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

We hereby certify that, we have not been blacklisted by any Government Dept / Regulatory Agencies/PSU/Banks during last three years as on date of submission of above GeM tender.

Further, we certify that we are not under liquidation, court receivership or similar proceedings and are not bankrupt as on date of submission of above GeM tender.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



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Annexure-5
Draft Contract Agreement

CONTRACT AGREEMENT FOR

.....
THIS AGREEMENT (the Agreement) executed at Chennai on day of 202.....

BETWEEN

INDIAN BANK, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertaking) Act 1970 with its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014, Tamil Nadu of the Other part ("INDIAN BANK").
, (hereinafter referred to as "PURCHASER") which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **ONE PART**

AND

M/s, a Company/Firm constituted and registered under the provisions of the Companies Act 1956 having its Registered Office at represented by the Authorized Signatory, Mr..... (Designation) (hereinafter referred to as "Vendor /service provider" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors and assigns) of the **OTHER PART:**

The Purchaser and Vendor/service provider are hereinafter collectively referred to as "Parties".

WHEREAS the Purchaser invited Bids for Products/Services VIZ, (Brief description of product/service/solutions) and has accepted the Bid by the Vendor/service provider for (Full description of product/service/solutions) for the sum of Rs..... (Rupees only) exclusive of GST (herein after called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITION AND INTERPRETATION:



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- 1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the terms and conditions of RFP/RFQ/EOI/ Amendments/ LOI/ Purchase Order referred to.
- 1.2 Reference to a “Business day” shall be construed as reference to a day (other than a Sunday, second or fourth Saturday) on which banks in the State are generally open for business;
- 1.3 any reference to a month shall mean a reference to a calendar month as per the Gregorian calendar;
- 1.4 In this Agreement, unless the context otherwise requires:
 - 1.4.1 words of any gender are deemed to include the other gender;
 - 1.4.2 words using the singular or plural number also include the plural or singular number, respectively;
 - 1.4.3 the terms “hereof”, “herein”, “hereby”, “hereto” and any derivative or similar words refer to this entire Agreement;
 - 1.4.4 headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
 - 1.4.5 reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
 - 1.4.6 any term or expression used, but not defined herein, shall have the same meaning assigned thereto under the RFP;
 - 1.4.7 references to the word “include” or “including” shall be construed without limitation;
- 1.5 The RFP/RFQ/EOI Document/ Bid No/PO No dated as amended from time to time and this Agreement, and the other related documents shall be deemed to form and be read and construed as part of this Agreement, which, inter alia, includes
 - a) The Bid Form and the Price Schedule submitted by the Bidder.
 - b) The Bill of Material.
 - c) The Technical & Functional Specifications.
 - d) The Terms and Conditions of the Contract.
 - e) The Purchaser's Letter of Intent/Notification of Award.
 - f) Schedule of Dates, Amounts etc.



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- g) Pre-Contract Integrity Pact.
- h) All pre bid clarifications/mail communications shared with the bidder during the processing of this bid.
- i) RFP no. dated and subsequent amendments.

All the above are collectively referred to as "the Transaction Documents" forming an integral part of the Contract are to be taken as mutually explanatory to one another. Detailed site orders as and when released shall form an integral part of this contract. However, in case of conflict between the Clauses of the Contract and Schedules appended to the Contract, provisions of the Clauses of the Contract shall prevail.

2. SCOPE OF WORK:

The scope of work shall be as Per RFP/RFQ/EOI Document/ Bid No/PO No Dated.....

3. TERM OF THE CONTRACT:

The contract shall be valid for the full duration till completion of all contractual obligations by the Vendor/Service Provider and PURCHASER for the current orders or further orders to be released to Vendor/ Service Provider as per the terms and conditions in this contract or till the expiry of the contract whichever is later.

4. PAYMENT TERMS:

The payment terms shall be as specified in the RFP/RFQ/EOI Document/ Bid No/PO No dated

5. PENALTIES/LIQUIDATED DAMAGES:

As Per RFP/RFQ/EOI Document/ Bid No/PO No dated

6. SECURITY DEPOSIT / PERFORMANCE BANK GUARANTEE:

The Vendor/Service Provider shall submit Security Deposit/Performance Bank Guarantee as specified in the RFP/RFQ/EOI Document/ Bid No/PO No dated

7. ASSIGNMENT:

7.1. VENDOR/ SERVICE PROVIDER shall not assign to any one, in whole or in part, it's obligations to perform under the Contract, except with the BANK's prior written consent.



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7.2. If the BANK undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership etc., this Contract shall be considered to be assigned to the new entity

8. SUB-CONTRACTING:

8.1. VENDOR/ SERVICE PROVIDER shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the VENDOR/ SERVICE PROVIDER under the contract without the prior written consent of the BANK.

8.2. Notwithstanding the above or any written consent granted by the Bank for subcontracting the services, the Vendor/Service Provider alone shall be responsible for performance of the services under the contract.

9. SERVICE LEVELS:

9.1. During the term of the contract, the vendor shall maintain the Service Levels as detailed in RFP/GeM Bid/PO. In case the vendor fails to maintain the Service Levels, Liquidated damages as detailed in RFP/GeM Bid/PO shall be imposed on the Vendor/Service provider.

9.2. In relation to any undertaking and under any circumstances, the service provider shall exercise the degree of skill, diligence, prudence, and foresight that would reasonably be expected from a highly skilled and experienced professional engaged in the same type of undertaking under similar circumstances. Further the vendor/service provider shall identify and designate skilled personnel necessary for the operation of critical functions under this agreement. Such personnel shall be considered essential and must be available to work on-site during exigencies including but not limited to emergencies and pandemics. The service provider shall provide the bank with a list of these essential personnel and any associated backup arrangements and ensure their availability as required.

9.3. The service provider shall wherever applicable be obligated to establish and maintain suitable back-to-back contractual arrangements with the Original Equipment Manufacturers (OEMs) to ensure that all services, warranties, and obligations stipulated in this Agreement are fully supported and enforceable by the OEMs. These arrangements shall include, but are not limited to, the OEMs' commitment to provide necessary resources, technical support, replacement parts, and any other services required to fulfil the terms of this Agreement. The Service Provider must provide evidence of such arrangements upon request and shall ensure that these agreements are in place for the duration of this contract to guarantee seamless service delivery and compliance with all contractual obligations.



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- 9.4. The vendor/service provider shall deliver the agreed-upon goods and services in accordance with this agreement with respect to quality and quantity, and shall be subject to regular monitoring and reporting.

10. ORDER CANCELLATION/TERMINATION OF CONTRACT:

- 10.1. The Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days' notice.
- 10.2. The Bank reserves its right to cancel the entire / unexecuted part of CONTRACT at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
- 10.2.1. Delay in delivery beyond the specified period for delivery.
- 10.2.2. Serious discrepancies noted in the items delivered.
- 10.2.3. Breaches in the terms and conditions of the Order.
- 10.2.4. Non submission of acceptance of order within 7 days of order.
- 10.2.5. Excessive delay in execution of order placed by the Bank.
- 10.2.6. The Vendor/Service Provider commits a breach of any of the terms and conditions of the bid.
- 10.2.7. The Vendor/Service Provider goes in to liquidation voluntarily or otherwise.
- 10.2.8. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 10.2.9. The progress made by the Vendor/Service Provider is found to be unsatisfactory.
- 10.2.10. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
- 10.3. Bank shall serve the notice of termination to the Vendor/Service Provider at least 30 days prior, of its intention to terminate services.
- 10.4. In case the Vendor/Service Provider fails to deliver the quantity as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor/Service Provider by giving 7 days' prior notice to the Vendor/Service Provider.
- 10.5. After the award of the contract, if the Vendor/Service Provider does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months' notice for the same. In this event, the Vendor/Service Provider is bound to make good the additional expenditure, which the Bank may have to incur for the execution



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of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable, if for any reason, the contract is cancelled.

- 10.6. The Bank reserves the right to recover any dues payable by the Vendor/Service Provider from any amount outstanding to the credit of the Vendor/Service Provider, including the pending bills and security deposit, if any, under this contract.
- 10.7. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Vendor/Service Provider towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- 10.8. Notwithstanding the existence of a dispute, and/ or the commencement of negotiation and mediation proceedings, Vendor/Service Provider should continue the services. Vendor/Service Provider is solely responsible to prepare a detailed Reverse Transition plan.
- 10.9. The Bank shall have the sole decision to determine whether such plan has been complied with or not. Reverse Transition mechanism would include services and tasks that are required to be performed/ rendered by the Vendor/Service Provider to the Bank or its designee to ensure smooth handover and transitioning of the Bank's deliverables.

11. EXIT MANAGEMENT PLAN:

- 11.1. Vendor/Service Provider shall submit a structured & detailed Exit Management plan along with Training and Knowledge transfer for its exit initiated by the Bank.
- 11.2. Vendor/Service Provider shall update the Transition and Exit management on half yearly basis or earlier in case of major changes during the entire contract duration. The plan and the format shall be discussed and approved by the Bank.
- 11.3. The exit Management plan shall deal with the following aspects but not limited to of exit management in relation to the Service Level as a whole and in relation to in scope applications, interfaces, infrastructure and network and the scope of work.
 - 11.3.1 A detailed program of the transfer process that could be used in conjunction with a replacement vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer.
 - 11.3.2 Plans for provision of contingent support to the Project and replacement Vendor/Service Provider for a reasonable period (minimum three month and maximum as per mutual agreement) after transfer or as decided by Indian Bank.



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- 11.3.3 Plans for training of the Replacement Service Provider/Indian Bank staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by Indian Bank. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of Vendor/Service provider.
- 11.4. At the end of the contract period or during the contract period, if any other Service Provider is identified or selected for providing services related to Vendor/Service Provider scope of work, they shall ensure that a proper and satisfactory handover is made to the replacement Service Provider. This transition process shall be managed to ensure minimal disruption to the bank's operations and continuity of services.
- 11.5. All risk during transition stage shall be properly documented by Vendor/Service Provider and mitigation measures shall be planned to ensure a smooth transition without any service disruption. Vendor/Service Provider must ensure that hardware supplied by them shall not reach end of support products (software/ hardware) at time of transition. Vendor/Service Provider shall inform well in advance end of support products (software/hardware) for the in-scope applications and infrastructure.
- 11.6. The transition & exit management period will start minimum six (6) months before the expiration of the contract or as decided by Indian Bank.
- 11.7. Vendor/Service Provider will provide shadow support for a minimum of 90 days or as decided by the Bank before the end of termination of notice period or expiry of the contract as applicable at no additional cost to the Bank.
- 11.8. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by Indian Bank and communicated to Vendor/Service Provider.
- 11.9. Vendor/Service Provider must ensure closing off all critical open issues, any audit observation as on date of exit. All other open issues as on date of Exit shall be listed and provided to Indian Bank.
- 11.10. Vendor/Service Provider needs to comply with Banks requirements and any statutory or regulatory guidelines during the reverse transition period.
- 11.11. The vendor/service provider shall fully cooperate with relevant authorities in the event of the bank's insolvency or resolution, including providing necessary information and support as required to facilitate the orderly transition and resolution process, ensuring minimal disruption to services and compliance with regulatory requirements.



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12. TRAINING AND HANDHOLDING:

12.1. Vendor/Service Provider shall provide necessary knowledge transfer and transition support to the satisfaction of the Bank. The deliverables as indicated below but not limited to:

12.1.1. Entire back-up History but not limited to archive policies, retention policies, restore policies, schedules, target storage, backup history.

12.1.2. Change Request Logs

12.2. Assisting the new Service Provider/Bank with the complete audit of the system including licenses and physical assets

12.3. Detailed walk-throughs and demos for the solution

12.4. During the exit management period, the Vendor/Service Provider shall use its best efforts to deliver the services.

12.5. Vendor/Service Provider shall hold technical knowledge transfer sessions with designated technical team of Business and/or any replacement Service Provider in at least last three (3) months of the project duration or as decided by Bank.

During Reverse transition Bank will not pay any additional cost to the Vendor/Service Provider for doing reverse transition.

13. INTELLECTUAL PROPERTY RIGHTS:

13.1. VENDOR/ SERVICE PROVIDER warrants that the inputs provided shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER warrants that the deliverables shall not infringe upon any third-party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. VENDOR/ SERVICE PROVIDER shall ensure that the Solution supplied to the BANK shall not infringe the third-party intellectual property rights, if any. VENDOR/ SERVICE PROVIDER shall ensure that third party rights are not infringed even in case of equipment /software supplied on behalf of consortium as VENDOR/ SERVICE PROVIDER.

13.2. In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, VENDOR/ SERVICE PROVIDER shall at its choice and expense:

13.2.1. Procure for BANK the right to continue to use such deliverables.

13.2.2. Replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables or



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- 13.2.3. If the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse BANK for any amounts paid to VENDOR/ SERVICE PROVIDER for such deliverables, along with the replacement costs incurred by BANK for procuring equivalent equipment in addition to the penalties levied by BANK. However, BANK shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, VENDOR/ SERVICE PROVIDER shall be responsible for payment of penalties in case service levels are not met because of inability of the BANK to use the proposed solution.
- 13.3. The indemnification obligation stated in this clause shall apply only in the event that the indemnified party provides the indemnifying party prompt written notice of such claims, grants the indemnifying party sole authority to defend, manage, negotiate or settle such claims and makes available all reasonable assistance in defending the claims [at the expenses of the indemnifying party]. Notwithstanding the foregoing, neither party is authorized to agree to any settlement or compromise or the like which would require that the indemnified party to make any payment or bear any other substantive obligation without the prior written consent of the indemnified party. The indemnification obligation stated in this clause reflects the entire liability of the parties for the matters addressed thereby.
- 13.4. VENDOR/ SERVICE PROVIDER acknowledges that business logics, work flows, delegation and decision-making processes of BANK are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of Software/Service.

14. INDEMNITY:

- 14.1. VENDOR/ SERVICE PROVIDER shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
- 14.1.1. The breach, default or non-performance of undertakings, warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER;
- 14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER;
- 14.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider



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14.2. **VENDOR/ SERVICE PROVIDER** shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of **Solution** supplied by them.

14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities.

14.2.2. The limits specified in above clauses shall not apply to claims made by the Bank/third parties in case of infringement of Intellectual property rights or loss caused due to breach of confidential obligations or applicable data protection laws or commission of any fraud by the bidder or its employees or agents or for claims relating to the loss or damage to real property and tangible personal property and for bodily injury or death and in these cases the liability will be restricted to actual claims.

14.2.3. All Employees engaged by **VENDOR/ SERVICE PROVIDER** shall be in sole employment of **VENDOR/ SERVICE PROVIDER** and the **VENDOR/ SERVICE PROVIDER** shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall the Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury / death / termination) of any nature to the employees and personnel of the bidder.

14.3. **VENDOR/ SERVICE PROVIDER's** aggregate liability shall be subject to an overall limit of the total Cost of the project.

15. RIGHT TO AUDIT:

15.1. The **VENDOR** has to get itself annually audited by internal/ external empanelled Auditors appointed by the **PURCHASER/inspecting official** from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the **PURCHASER/such auditors** in the areas of products (IT hardware/software) and services etc., provided to the **PURCHASER** and the **VENDOR** is required to submit such certification by such Auditors to the **PURCHASER**. The **VENDOR** and or his/their outsourced agents/subcontractors (if allowed by the **PURCHASER**) shall facilitate the same. The **PURCHASER** can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the **VENDOR**. The **VENDOR** shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the **PURCHASER**.

15.2. Where any deficiency has been observed during audit of the **VENDOR** on the risk parameters finalized by the **PURCHASER** or in the certification submitted by the Auditors, the **VENDOR** shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by



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the VENDOR shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

- 15.3. The VENDOR shall, whenever required by the PURCHASER, furnish all relevant information, records/data to the PURCHASER and/or auditors and/or inspecting officials of the PURCHASER/Reserve Bank of India and or any regulatory authority. The PURCHASER reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the VENDOR (e.g., financial, internal control and security reviews) and findings made on VENDOR in conjunction with the services provided to the PURCHASER.

16. BUSINESS CONTINUITY PLAN:

- 16.1. The service provider/vendor shall develop and establish a robust Business Continuity and Management of Disaster Recovery Plan if not already developed and established so as to ensure uninterrupted and continued services to the Bank and to ensure the agreed upon service level.

- 16.2. The service provider/vendor shall periodically test the Business Continuity and Management of Disaster Recovery Plan. The Bank may consider joint testing and recovery exercise with the Service provider/vendor.

17. CORRUPT AND FRAUDULENT PRACTICES:

- 17.1. Vendor/Service Provider shall at all times observe the highest standard of ethics during the entire contract period.

- 17.2. Vendor/Service Provider shall ensure compliance of CVC guidelines issued or to be issued from time to time for selection of vendor for Supply, Implementation, Migration and Support of the Solution by the Bank.

18. CONFIDENTIALITY AND NON-DISCLOSURE:

- 18.1. The vendor/service provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business / customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information (“Confidential Information”), and shall not in any way disclose to anyone and the same shall be treated as the intellectual property of the Bank. The Service Provider shall ensure that the same is not used or permitted to be used in any manner incompatible inconsistent with that authorized procedure/ practice by the Bank. The Confidential Information will be safeguarded, and the Service Provider will take all necessary action to protect it against misuse, loss, destruction, alteration, or deletion thereof. Any violation of the same will be liable for action under the law.



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- 18.2. VENDOR/ SERVICE PROVIDER shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. VENDOR/ SERVICE PROVIDER shall suitably defend, indemnify BANK for any loss/damage suffered by BANK on account of and to the extent of any disclosure of the confidential information.
- 18.3. No Media release/public announcement or any other reference to the Contract/RFP or any program there under shall be made without the written consent of the BANK, by photographic, electronic or other means.
- 18.4. Provided that the Confidentiality Clause may not be applied to the data or information which;
- a) Was available in the public domain at the time of such disclosure through no wrongful act on the part of VENDOR/ SERVICE PROVIDER.
 - b) Is received by VENDOR/ SERVICE PROVIDER without the breach of this Agreement.
 - c) Is required by law or regulatory compliance to disclose to any third person.
 - d) Is explicitly approved for release by written authorization of the Bank.
- 18.5. Service Provider to ensure confidentiality of customer data and shall be liable in case of any breach of security and leakage of confidential customer related information
- 18.6. The vendor/service provider may disclose only the following types of data to the bank's customers and/or third parties with prior written consent of the bank: financial data, sensitive personal data, and other information explicitly permitted by the bank. All disclosures must comply with applicable laws, RBI regulations and guidelines. Prior written consent from the bank is required for any other disclosures, and detailed records of all shared data must be maintained by the service provider and shall be provided to the bank as and when required by the bank.

THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.

19. FORCE MAJEURE:

- 19.1. VENDOR/ SERVICE PROVIDER shall not be liable for default or non-performance of the obligations under the Contract, if such default or non-performance of the obligations under this Contract is caused by any reason or circumstances or occurrences beyond the control of VENDOR/ SERVICE PROVIDER, i.e. Force Majeure.



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- 19.2. For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the VENDOR/ SERVICE PROVIDER, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, Government policies or events not foreseeable but does not include any fault or negligence or carelessness on the part of the VENDOR/ SERVICE PROVIDER, resulting in such a situation.
- 19.3. In the event of any such intervening Force Majeure, VENDOR/ SERVICE PROVIDER shall notify the BANK in writing of such circumstances and the cause thereof immediately within seven days. Unless otherwise directed by the BANK, VENDOR/ SERVICE PROVIDER shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.
- 19.4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BANK and VENDOR/ SERVICE PROVIDER shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the BANK shall be final and binding on the VENDOR/ SERVICE PROVIDER.

20. SOCIAL MEDIA POLICY:

- 20.1. No person of the Bank or the Vendor/Service Provider and third parties shall violate the Social Media Policy of the Bank.
- 20.2. The following acts on the part of personnel of the Bank or Vendor/Service Provider and third parties shall be construed as violation of Social Media Policy:
- 20.2.1. Non-adherence to the standards/guidelines in relation to Social Media Policy issued by the Bank from time to time.
- 20.2.2. Any omission or commission which exposes the Bank to actual or potential monetary loss or otherwise, reputation loss on account of non-adherence of Social Media related systems and procedures.
- 20.2.3. Any unauthorized use or disclosure of Bank’s confidential information or data.
- 20.2.4. Any usage of information or data for purposes other than for Bank’s normal business purposes and / or for any other illegal activities which may amount to violation of any law, regulation or reporting requirements of any law enforcement agency or government body.

21. HIRING OF BANK STAFF OR EX-STAFF:

The VENDOR/ SERVICE PROVIDER or subcontractor(s) shall not hire any of the existing/ ex/retired employee of the Bank during the contract period or after the



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closure/termination of contract even if existing/ ex/retired employee actively seek employment from the VENDOR/ SERVICE PROVIDER or sub-contractor(s). The period /duration after the date of resignation/ retirement/ termination after which the existing/ex/retired employee shall be eligible for taking up such employment shall be governed by regulatory guidelines/HR policies of the Bank

22. ADHERENCE TO BANKS IS SECURITY/CYBER SECURITY POLICIES:

- 22.1. VENDOR/ SERVICE PROVIDER shall comply with Bank's various policies like Information Security policy and Cyber Security Policy, Internet Policy, Information System Audit Policy, E-Mail policy and Guidelines.
- 22.2. In case of any security incident including but not limited to data breaches, denial of service, service unavailability, etc., the vendor/Service Provider shall immediately report such incident to the Bank.

23. PROTECTION OF DATA:

- 23.1. Vendor/Service Provider warrants that at all times, when delivering the Deliverables and/or providing the Services, use appropriate procedures and care to avoid loss or corruption of data. However, in the event that any loss or damage to Bank data occurs as a result of Vendor/Service provider's failure to perform its responsibilities in the RFP/ Gem Bid/ PO/Agreement, Vendor/Service Provider will at Bank's request correct or cause to be corrected any loss or damage to Bank data. Further, the cost of any corrective action in relation to data loss of any nature will be borne by Vendor/Service Provider, if such loss or damage was caused by any act or omission of Vendor/Service provider or its officers, employees, contractors or agents or other persons under Vendor/Service provider control.
- 23.2. Where the terms of the RFP/Gem Bid/PO/Agreement require any data to be maintained by the Bank, the Bank agrees to grant, Vendor/Service provider such access and assistance to such data and other materials as may be required by Vendor/Service Provider, for the purposes of correcting loss or damage to Bank data. If any data to be shared between the Bank and Vendor/Service provider for the purpose of the contract, the same shall be shared through secured channels in an encrypted manner. The Vendor/ Service Provider shall process the relevant data at _____ (furnish the location). If the Vendor/ Service Provider proposes any change in data processing location, the same shall be notified to the Bank before the change of location. Vendor/Service provider is required to adhere to RBI guidelines for storage of data in India as per regulatory requirements/instructions, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank. The data if any to be stored by the vendor shall be stored in an encrypted manner. Vendor/Service provider will be liable to bank for any event for security breach and leakage of data/information. No biometric data shall be stored/ collected in the system associated with the vendor, unless



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allowed under extant statutory guidelines. The vendor shall have a structured process in place for secured removal/disposal/destruction of data and the details of the same shall be provided to the Bank as and when required by the bank.

23.3. Data privacy and security of the customer's personal information shared by the Bank shall always be ensured by Vendor/Service Provider. The personal information of customers shall not be stored and processed by the vendor except certain basic minimal data (viz. name, address, contact details of the customer etc.) as required for the performance of its obligations under this Agreement. Vendor/Service Provider should ensure that it is complying with applicable guidelines issued by regulatory bodies on Digital Personal Data Protection Act 2023 and its future amendments and communications.

23.4. The Service provider shall ensure compliance with any modifications/changes in the applicable Law by Legislators and/or regulators during the currency of the contract and the contract shall be subject to the applicable law. If any modifications are required in existing applications/services due to change in the applicable Law by the Legislator and/or regulators, the Service provider shall make the necessary changes as per the instructions of the Bank. Payment terms for the modifications/changes necessitated due to change in applicable law shall be mutually agreed between the Bank and the Service provider. For this purpose "Applicable Law" means all the (a) applicable provisions of the constitution, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances, or orders of any Government Authority of India, Regulators; (b) orders, decisions, injunctions, judgments, awards, decrees, etc., of any Government Authority, Regulators including but not limited to rules, regulations, guidelines, circulars, Frequently Asked Questions (FAQs) and notifications issued by the RBI from time to time; and (c) applicable international treaties, conventions and protocols that become enforceable from time to time.

24. DISPUTE RESOLUTION MECHANISM:

All disputes and differences of any kind whatsoever, arising out of or in connection with this Contract or in discharge of any obligation arising under this Contract (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably by negotiation between the parties. In case of failure to resolve the disputes and differences amicably through negotiation, the matter may be referred to mediation with the assistance of a mediator mutually agreed upon after issuance of at least 30 days' notice in writing to the other party clearly setting out the intention to refer such dispute to mediation. Proceedings of mediation shall be governed by The Mediation Act, 2023. Place of Mediation shall be Chennai, India. Proceedings of the mediation shall be conducted in English language.



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25. GOVERNING LAWS AND JURISDICTION OF THE COURT:

All disputes and controversies between Bank and VENDOR/ SERVICE PROVIDER shall be subject to the exclusive jurisdiction of the courts in Chennai and the parties agree to submit themselves to the jurisdiction of such court as this Contract shall be governed by the laws of India.

26. NOTICES:

Any notice or other communication required or permitted by this Contract shall be in writing, in English, delivered by certified or registered mail, return receipt requested, postage prepaid and addressed as follows or to such other address as may be designated by notice being effective on the date received or, if mailed as set above:

If to BANK:

Registered Office Address: 254-260, Avvai Shanmugam Salai,
Royapettah, Chennai 600 014, Tamil Nadu
Designated Contact Person: (Name & Designation)
Phone:
Email:

If to VENDOR/ SERVICE PROVIDER:

Registered Office Address:
Designated Contact Person: Sri. _____ (_____
Phone: +91-_____
Email: _____

27. AMENDMENTS TO CONTRACT:

The terms and conditions of this Agreement may be modified by Parties by mutual agreement from time to time. No variation of or amendment to or waiver of any of the terms of this Agreement shall be effective and binding on the Parties unless evidenced in writing and signed by or on behalf of each of the Parties.

28. CONFLICT OF INTEREST:

28.1. VENDOR/ SERVICE PROVIDER represents and warrants that it has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.



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28.2. VENDOR/ SERVICE PROVIDER represents and warrants that if any such actual or potential conflict of interest arises under this Agreement, Vendor/Service Provider shall immediately inform the Bank in writing of such conflict.

28.3. VENDOR/ SERVICE PROVIDER acknowledges that if, in the reasonable judgment of the Bank, such conflict poses a material conflict to and with the performance of VENDOR/ SERVICE PROVIDER's obligations under this Agreement, then the Bank may terminate the Agreement immediately upon Written notice to VENDOR/ SERVICE PROVIDER; such termination of the Agreement shall be effective upon the receipt of such notice by VENDOR/ SERVICE PROVIDER.

29. ESCALATION MATRIX:

The escalation matrix at the Vendor/Service Provider level, shall be provided as below.

In case of any issue with respect to the execution of the Project, Delivery of Hardware, Services etc., the Bank can escalate the issue as per the escalation matrix.

Escalation matrix shall be strictly followed to resolve any tickets, whenever raised.

Escalation Level	Name	Designation	Office Address	Mobile Number	Role Responsibility & E-mail ID
First Level	-----	-----	-----	-----	-----
Senior Level/Middle Level	-----	-----	-----	-----	-----
Highest Level	-----	-----	-----	-----	-----

30. GENERAL CONDITIONS TO CONTRACT:

30.1. The VENDOR/ SERVICE PROVIDER shall during the validity of this contract, provide access to all data, books, records, information, logs, alerts and business premises relevant to the service provided under this agreement to the Bank.

30.2. The VENDOR/ SERVICE PROVIDER shall adhere to RBI guidelines for storage of data in India as per regulatory requirements, also to provide complete details of data captured, processed and stored, maintain confidentiality of the bank's and its customer's data and report same to the bank, Vendor/Service Provider shall be liable to bank for any event for security breach and leakage of data/information



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- 30.3. The VENDOR/ SERVICE PROVIDER shall abide/comply with applicable guidelines issued by RBI on Outsourcing of IT services vide master direction note no:RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10/04/2023 and its future amendments and communications.
- 30.4. No forbearance, indulgence, relaxation or inaction by any Party [BANK or VENDOR/ SERVICE PROVIDER] at any time to require the performance of any provision of Contract shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Contract.
- 30.5. No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Contract shall be construed as a waiver of any right under or arising out of Contract or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Contract.
- 30.6. All remedies of either BANK or VENDOR/ SERVICE PROVIDER under the Contract whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 30.7. If any provision of Contract or the application thereof to any person or Party [BANK/ VENDOR/ SERVICE PROVIDER] is or becomes invalid or unenforceable or prohibited by law to any extent, this Contract shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Contract shall be valid and binding as though such provision had not been included. Further, the Parties [BANK and VENDOR/ SERVICE PROVIDER] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 30.8. None of the provisions of Contract shall be deemed to constitute a partnership between the Parties [BANK and VENDOR/ SERVICE PROVIDER] and neither Party [BANK nor VENDOR/ SERVICE PROVIDER] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 30.9. Contract shall not be intended and shall not be construed to confer on any person other than the Parties [BANK and VENDOR/ SERVICE PROVIDER] hereto, any rights or remedies herein.
- 30.10. Contract shall be executed in English language in 1 (one) original, the BANK receiving the duly signed original and VENDOR/ SERVICE PROVIDER receiving the duly attested photocopy.
- 30.11. The vendor/service provider shall comply with all applicable provisions of the Information Technology Act, 2000 and any amendments thereto. This includes



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adhering to regulations and standards set forth under the Act concerning data protection.

30.12. The Vendor/Service Provider shall be liable for any loss caused to the bank due to any wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is found to be a causative factor for any fraud, in spite of liability under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents and/or representatives) in the performance of the Services under this Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/ or transactions.

30.13. Further Vendor/Service Provider the agrees that the guidelines issued by various regulators/government authorities/enforcement agencies etc. from time to time shall form part and parcel of this agreement and shall adhere to the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first herein above written.

Signature:

Signature:

Name:

Name:

Designation:

Designation:

For & on behalf of:

For & on behalf of

(BANK)

(VENDOR/ SERVICE PROVIDER)



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Annexure-6
Performance Security Format

Bank Guarantee No.

Date:

To:
The Asst. General Manager
Indian Bank
IT Department, 4th Floor,
66, Rajaji Salai,
Chennai – 600 001

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

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

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

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

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

Signature of Authorized Official with Seal
.....
Date.....202...
Address:
.....



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Annexure-7
Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2022 **BETWEEN** _____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

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

And are hereinafter individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

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

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Confidential Information:

“Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/to be transacted between the Parties and/or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show:

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,



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

2. Use of Confidential Information:

- a) Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.
- b) The bidder shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorized above. The company shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Company agrees to notify the Bank immediately if it learns of any use or disclosure of the Bank's confidential information in violation of the terms of this agreement.
- c) The bidder shall not make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval.

3. Non-disclosure:

The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-Disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.



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

4. Publications:

Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

5. Term:

This Agreement shall be effective from the date hereof and shall continue till termination of business relationship between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential for a period of five years after expiry of contract.

6. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

7. Return of Confidential Information:

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.



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8. Remedies:

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

9. Entire Agreement, Amendment, Assignment:

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

10. Governing Law and Jurisdiction:

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

11. General:

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

12. Indemnity:

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

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

For and on behalf of

Name of Authorized signatory:

Designation:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-8
Declaration for MSE Benefits

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

The Asst. General Manager
Indian Bank
IT Department, 4th Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Dear Sir,

This has reference to our bid submitted in response to your above referred RFP. We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are the manufacturer of the proposed equipment and are eligible to avail the following MSE benefits in response to your RFP floated, as referred above.

- a) Purchase Preference to MSEs
- b) Exemption on submission of bid security

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

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-9
Declaration On Procurement from a Bidder of a Country which shares a land border with India

(UNDERTAKING/ CERTIFICATE TO BE SUBMITTED ON LETTERHEAD)

The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M. No.F.No.6/18/2019-PPD, dated 23/07/2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23/07/2020 and order (Public Procurement No. 3) dated 24/07/2020; We certify that << name of the bidder>> & << name of the OEM>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered.

[Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-10
Pre-Contract Integrity Pact

(To be submitted on Non - Judicial Stamp Paper)

PRE- CONTRACT INTEGRITY PACT

Between

Indian Bank hereinafter referred to as “The Bank”

and

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

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for selection of Service Provider for Supply, Implementation, Integration, Customization and Maintenance of Intelligent Automation System. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

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

Section 1 – Commitments of the Bank

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

- a) No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Bank will, during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c) The Bank will exclude from the process all known prejudiced persons.



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

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

Section 2 – Commitment of the Bidder(s)/ Contractor(s)

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ 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 cartelization 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 purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/ Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- e. The Bidder(s)/ Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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



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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 any other form such as to put his reliability or creditability in question, the Bank is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process.

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Bid Security and this bid security will be forfeited.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor the liquidated damages equivalent to the amount of the contract value.

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 other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/ Contractor 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/ Contractor as deemed fit by the Bank.
6. If the Bidder/ Contractor 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/ Sub-Contractors

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.



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2. The Bank will enter into agreement with identical conditions as this one with all Bidders/ Contractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s)/ Contractor(s)/ Sub contractor(s)

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

Section 8 – Independent External Monitor/ Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/ 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



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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 on whomsoever it may be.

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

Section 10 – Examination of Books of Accounts

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

Section 11 – Other provisions

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

The parties hereby sign this Pre-Contract Integrity Pact aton



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

(For & On behalf of the Bank)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____

Date _____

Witness 1:

Witness 1:

(Name & Address)

Date:

Witness 2:

Witness 2:

(Name & Address)

Date:



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Annexure-11
Pre-Bid Query Format

(to be provided in MS-Excel format)

Sub RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Bidder's Name:

S.No	Page No	Para No.	Description	Query details

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-12
Turnover, Net Worth and P&L Details

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

Ref: RFP No.

(Amount in Rs.)

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

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-13
Bid Security Form

To,
 The Asst. General Manager
 Indian Bank
 IT Department, 4th Floor
 66, Rajaji Salai,
 Chennai – 600 001

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Whereas..... (Hereinafter called “the Bidder”) who intends to submit its bid..... for the supply of (name and/or description of the goods) (Hereinafter called “the Bid”) in terms of RFP Ref.....dated.....

In compliance with the terms of said RFP, the Bidder is required to provide Bid Security of Rs..... which may also be provided in the form of Bank Guarantee from a

KNOW ALL PEOPLE by these presents that We..... (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called “the Bank” which term shall include its successors and permitted assigns), are bound unto Indian Bank (hereinafter referred as “ the Purchaser” which term shall include its successors and permitted assigns) in the sum of Rs. _____ for which payment well and truly to be made to the Purchaser, the Bank guarantees said payment and binds itself, its successors, and assigns by these presents. Sealed with the seal of the Bank this ____ day of _____.

THE CONDITIONS of this obligation are:

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



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GEM/2026/B/7372749

Date: 18/03/2026

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

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

(Signature of the Bank)

NOTE: 1. Bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

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



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-14
Manufacturer’s Authorization Form

(Letter to be submitted by the OEM on its official letter head)

Ref. No. Dated

To
The Asst. General Manager
Indian Bank
IT Department, 4th Floor
66, Rajaji Salai,
Chennai – 600 001

Sub RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Dear Sir,

We _____ who are established and reputable manufacturers of _____ (*name & descriptions of goods offered*) having factories at (*address of factory*) do hereby authorize M/s _____ (*Name and address of Bidder*) to submit a Quote, and sign the contract with you for the goods manufactured by us against the above RFP (Request for Proposal).

We hereby extend our full warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP (Request for Proposal). We duly authorize the said firm to act on our behalf in fulfilling all installation, technical support and Annual maintenance obligations required by the Contract.

We further confirm that, If the above bidder become the successful bidder of the tender and fails to fulfil their obligations as per contract during the contract period, then contracted services will be provided by OEM or its authorized partners.

Yours faithfully,

(Name)
(Name of Manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-15
Undertaking of Authenticity
(To be submitted on the letter head from the OEM of the proposed product)

The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

With reference to the Product being quoted to you by our authorized service partner against your above mentioned RFP, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied will be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products only and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e., Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Signature of Authorized Signatory

Name:

Designation:

Seal:

Date:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GEM/2026/B/7372749

Date: 18/03/2026

Annexure-16
Bidder's Profile

(Bidder's Profile has to be submitted in company's letter head)

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Sl. No.	Particulars	Details
1)	Name of the Bidder Firm/ Company	
2)	Constitution (Ltd./ Pvt. Ltd./ Firm etc.)	
3)	Date of Incorporation and / or Commencement of business with supporting documents	
4)	Certificate of Incorporation Number (CIN)	
5)	Details of Proposed Robotic Process Automation Solution	
6)	Whether registered as MSE for the item under the RFP? (Proof of registration as MSE for the item under the RFP)	
7)	Whether recognized as a Startup by Department of Industrial Policy and Promotion (DIPP)?	
8)	Address for Correspondence: Registered Office: Corporate Office:	
9)	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Fax: Email-ID (any changes in the above should be informed in advance to Bank)	
10)	<u>Details of Service Net Work</u> Chennai: Mumbai:	



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GEM/2026/B/7372749

Date: 18/03/2026

11)	PAN number GSTIN <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	
-----	--	--

Wherever applicable submit documentary evidence to facilitate verification.

We hereby declare that the information submitted above is true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our Bid is liable to be rejected.

Date:
Place:

Signature with seal:
Name:
Designation:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-17
Make in India Certificate

Bidder's Reference No. _____

Date.....

To,
The Asst. General Manager
Indian Bank
IT Department, 3rd Floor
66, Rajaji Salai,
Chennai – 600 001

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Dear Sir/Madam,

(To be certified by statutory auditor or cost auditor of the company (in the case of companies) for a tender value above Rs.10 crores giving the percentage of local content.)

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 19/07/2025 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Indian Bank Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows:
_____.
2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a Bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-18

List of Major Customers of the Bidder in Last 3 Years and References

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Sl. No.	Name and complete Postal Address of the Customer	Name, Designation, Telephone, Fax, Telex Nos., e-mail address of the contact person (customer)	Nature and Description of the business during last 3 years	Satisfactory Letter from customer to be Enclosed or Purchase Orders to be enclosed
1	2	3	4	5

(Enclose necessary documentary proof)

Place: [Signature of Authorized Signatory of Bidder]
 Date: Name:
 Designation:
 Seal



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-19

Office Details

(Office Details has to be submitted in Company's Letter Head)

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Sl. No.	Name of the Office	Address and Telephone No's	E-mail ID of office	Number of Employees under the Jurisdiction
1.	Chennai			
2.	Others (specify)			

Date :
Place :

Signature with seal:
Name :
Designation :



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
GEM/2026/B/7372749 Date: 18/03/2026

Annexure-20

Sizing of RPA solution including Software tool for DC & DR

(to be submitted on the letter head of the company/firm with authorized signatory seal and sign)

Quoted License/Hardware/Software/tool details for proposed RPA solution in both DC & DRC:

The Assistant General Manager
 Information Technology Department,
 4th floor, Indian Bank Head Office,
 66 Rajaji Salai, Chennai 600001

- 1) The bidder shall be responsible for Supplying, Installing, Implementing, Roll out & Maintaining the Robotic Process Automation (RPA) solution, including the necessary Licenses, Software,
- 2) The bidders are required to quote for the entire solution including any Licenses, Software, Middleware etc. as may be required to fulfil the entire scope and requirements of the GeM bid.
- 3) The details of all such Licenses, Software, etc. as quoted by the bidder should be provided in the below format along with the Technical Bid

Table – A

Sl. No	Components (Software) (Specify the list of items)	Qty.	Item Description With Specification Details	OEM of the Product	Model/ Version Name	Date of Release of Product	Date of End of Sale	End of Life (EOL) detail of the offered Product	End of Support (EoS) detail of the offered Product
1.	Production RPA Licenses for DC (Specify the list of items serially)								
2.	Production RPA Licenses for DR (Specify the list of items serially)								
3.	UAT RPA Licenses for DC (Specify the list of items serially)								
4.	Any other Software/ Licenses including OS, Database, Tools etc (other than mentioned in Section II, point no.9 to run the solution)								



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- 4) DC (Should be in High Availability) & DR Site (High Availability and in Sync DC Setup) - Bidder should suggest the architecture in consultation with solution architect along with justifications
- 5) Bidder has to provide the pre -requisite hardware requirement details bot/item wise and list of OS / DB supported by proposed RPA solution with this annexure mandatorily in the below format.

Table – B

Sr. No.	Details	Purpose	Environment	Quantity	Requirement Details
1	Hardware - On Bank's Premise (Processor, RAM, Secondary Memory etc.)		DC		
			DR		
			UAT		

Date

Signature with seal

Name:

Designation:



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Annexure-21
Technical and Functional Requirements

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

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A - Bidder's Experience & Capabilities

S.No	Evaluation Parameter	Criteria	Max Score
1	Bidders Employee Strength - Full time resources in bidder's payroll	<ul style="list-style-type: none"> i. More than 500 employees - 10 marks ii. 201 – 500 employees - 5 marks iii. 100 – 200 employees - 3 marks 	10
2	Certifications	<ul style="list-style-type: none"> i. ISO/IEC 27001:2022 Certificate or Previous version for the last 3 years from the date of RFP release - 10 marks ii. ISO 22301:2019 Certificate for the last 3 years from the date of RFP release - 5 marks iii. ISO 9001 Certificate for the last 3 years from the date of RFP release – 3 marks iv. CMMI 3 or above – 2 marks v. SOC 2 type II – 2 marks 	10
3	Expertise in developing and deploying automation solution in PSBs (Public Sector Banks) in India	<p>Expertise in developing and deploying automation solution in PSBs in India with at least 20 use cases (out of which 2 must be high complexity mentioning why it has been considered of high complexity) in each organization.</p> <ul style="list-style-type: none"> i. Implementation in 1 PSB – 5 marks ii. Implementation in 2 PSBs – 8 marks Implementation in 3 or more PSBs – 10 marks 	10
4	Expertise in developing and deploying automation solution in BFSI (other than Public Sector Banks) in India	<p>Expertise in developing and deploying automation solution in BFSI in each organization.</p> <ul style="list-style-type: none"> i. Implementation in 2 organisations – 5 marks ii. Implementation in 3 - 4 organisations – 10 marks iii. Implementation in 5 or more organisation – 15 marks 	15
5	Expertise in developing and deploying IPA / RPA solution in India other than BFSI	<p>Expertise in developing and deploying automation solution in India other than BFSI in each organization.</p> <ul style="list-style-type: none"> i. Implementation in at least 2 organisations – 2 marks iii. Implementation in 3 or more organisations – 5 marks 	5
6	Technical Presentation	<p>Marks will be assigned by an internal committee based on the following criteria</p> <ul style="list-style-type: none"> i. Solution Architecture, Scalability and Adaptability, 	30

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		<ul style="list-style-type: none"> ii. Capability of integration with third-party tools, APIs, DB Links, and Web services etc. iii. Dashboards, and monitoring tools for performance and governance iv. Roadmap and future readiness: AI/ML and Agentic Capability v. Implementation methodology and Strategy for implementation in Indian Bank vi. Past RPA implementations in BFSI and SLA commitments vii. Strength of technical team and support model viii. Presentation Quality: Clarity, structure, and ability to explain complex concepts, Demonstration of live RPA use cases or prototypes 	
7	Number of use cases implemented in other than BFSI	<p>Number of Use Cases Implemented in other than BFSIs in India with at least 30 use cases (out of which 2 must be high complexity mentioning why it has been considered of high complexity) in each organization</p> <ul style="list-style-type: none"> i. No.of use cases more than 70 – 5 marks ii. No.of use cases between 51 to 70 – 3 marks iii. No.of use cases 30 to 50 – 2 marks 	5
8	Number of use cases implemented in BFSI in India	<p>Number of Use Cases Implemented in BFSI in India with at least 30 use cases (out of which 2 must be high complexity mentioning why it has been considered of high complexity) in each organization.</p> <ul style="list-style-type: none"> i. No.of use cases more than 70 – 15 marks ii. No.of use cases between 51 to 70 – 10 marks iii. No.of use cases 30 to 50 – 5 marks 	15
TOTAL			100

B. Technical and Functional Specifications:

SI No.	Category	Description	Marks
1.	Core Functional Requirement (Unattended, attended and hybrid automation)	The solution should emulate human behaviour (logging in, entering data, uploading files, processing, reporting, logging out) with robust error handling, retries, and timeouts	10
		The solution should provide recording and playback functionality of process steps to ensure accurate replication and validation of automation workflows	5
		The solution should be able to execute various system-level operations on different operating systems.	5
		The solution should provide centralized control to schedule bots, queue tasks and manage workloads, with the ability to run multiple bots simultaneously through dynamic resource allocation.	10
		The solution should support triggering of process / workflow based on incoming Email.	5



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		The solution should provide a user-friendly GUI with a well-defined layout and graphics to support guided data entry (including split-screen capability), while also enabling business users to easily run bots triggered by desktop actions and start/stop them directly without IT intervention.	10
		The solution's Orchestrator / Control Room should provide centralized management and monitoring capabilities for both attended and unattended bots.	5
		The solution should enable seamless escalation of tasks between unattended and attended bots, while ensuring that workflow state is preserved during transitions between human and machine execution.	10
2.	Integration Capabilities	The solution should enable seamless integration with banking systems and processes, ensuring clear data flow, mappings, error handling, and smooth handoffs between automations. It must support integration with third-party tools, APIs, DB Links, and Web services, extending functionality without requiring application changes or source code access.	10
		The solution should automate any application or process that can be automated and integrate with any platform (Windows, LINUX, Websites, etc.). It must handle various presentation formats (terminal, interactive screen, web browsers) and communicate with any software/application via scripts, messaging, web services, databases, common folders, API calls, and more.	10
		The automation should integrate with various applications viz. CBS, EXIM, Omni Channel Application, NACH, DMS (Document Management System), Internet Banking, Mobile Banking, CKYC Solution, MS Active Directory Services/LDAP for user authentication and authorization etc. and other systems viz. Backup Solutions, Databases, Operating Systems etc.	5
3.	Architecture and Deployment	The solution should support High Availability (HA) and be able to operate in clustered environments for high availability. It should have the ability to recover from system failures and provide continuous service.	10
		The solution architecture must support a multi-tiered design separating client, server, and interfacing processes. The solution should also allow multitasking where one or more automations can occur simultaneously with the user performing other tasks	5
		The solution architecture should be based on a microservices model, with modular components that can be independently scaled to meet workload demands.	5
		The solution should support complete administration through a web browser interface (Microsoft Edge, Google Chrome, Mozilla, Safari, Opera etc).	5
		The solution should support Business Process Model and Notations (BPMN 2.0)	5



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		The solution should support digital signing of documents / reports etc.	5
4.	Intelligent Document Processing Capabilities (IDP)	The solution should perform end-to-end IDP processes, including data extraction, validation, exception handling and document identification and classification. The solution should not need manual configuration and training for document identification and classification.	10
		The solution should support screen scraping and OCR/ICR to capture data from web, desktop, and mobile applications	5
		The solution should be able to store the extracted data in a database.	10
		The solution should have Data validation capabilities with complex business rules, web services, and database lookups for verification including capability to roll back incorrect data.	5
		The solution should support multiple character set, languages and it should provide accurate text recognition for different font style, size and colours including hand written text.	10
		The solution should be able to extract data from different formats such as PDF, images and scanned documents.	10
		5.	Usability and Development Capabilities
The Solution should provide source version control and solution version control to ensure proper tracking of changes and versions	10		
The Solution should have robust exception and error handling capabilities to ensure reliable and errorfree execution of automation workflows	10		
The solution should support component re-use and maintenance by providing mechanisms to create reusable components that can be shared across projects and teams, and easily updated as required.	5		
The development interface should support integrated source control, debugging, step-wise testing, and built-in components, without requiring coding in languages like C#, VB.net, Java, or Python. The solution should provide a low-code and no-code user-friendly, browser-compatible interface to create, edit, and manage automation workflows, operating seamlessly without interfering with the user interface. Drag-and-drop based development interface is preferred to simplify the creation of automation workflows	10		
The solution should provide facility to define multilevel escalations on the basis of deadlines, i.e. Level 1 escalation after specified time and Level 2 escalation after specified time.	5		



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		<p>The solution should have the facility to raise custom triggers using, but not limited to, Email, SMS, etc. for escalations.</p>	
		<p>The solution should have standard dashboards and support creation of new dashboards. These dashboards should be sufficient to monitor tasks / processes.</p> <p>The Solution should have standard reports and support creation of new reports.</p> <p>Solution should have inbuilt event-based alert and notification system. Users should be notified through automated email and mobile SMS notifications.</p>	10
6.	Security and Governance	<p>The solution should provide security features to protect sensitive data.</p>	5
		<p>The solution should have role-based access with multiple level of administrators.</p> <p>The solution should support Password encryption and user authentication.</p>	10
		<p>The solution should provide user configurable password policies.</p>	5
		<p>The system should allow administrator to suspend, resume and control various processes from the Management Console.</p>	5
		<p>The solution should provide an audit trail and log of all workflow activity for compliance purposes.</p>	10
		<p>The solution must follow Security Standards such as SSL, Secure Socket Communications, Secure MQ, SFTP, Veracode certifications, payment Messages Security, etc. while ensuring that the mentioned requirements are indicative and not exhaustive.</p>	10
7.	Process mining and Task mining Capabilities	<p>The solution should have the capability to connect with diverse applications in order to discover existing processes, reconstruct workflows, perform analysis, identify automation opportunities, and enable end-to-end automation of those processes.</p>	5
		<p>The solution should have capability to record user desktop interactions viz. clicks, keystrokes, application usage etc. to understand how the user performs the task. And the captured task can be converted directly into RPA workflows.</p>	5
8.	Agentic AI and Reasoning	<p>The solution should be future-proof with a clear roadmap for future releases, updates, and upgrades.</p>	5
		<p>The solution should have agentic AI capabilities for future use.</p>	5
		<p>The solution should have pre-built AI, ML, NLP models or ability to integrate them which can be trained based on the requirement and usage. This component should provide supervised, unsupervised and reinforcement learning capabilities.</p>	5

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		The solution should provide explainability and interpretability features to understand how the models make their decisions	5
Total			300



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Annexure-22
Compliance Statement

[On Firm's / Company's letter head]

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

DECLARATION

We understand that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. We also agree that the Bank reserves its right to reject the bid, if the bid is not submitted in proper format as per subject RFP.

Description	(Yes / No)	Remarks / Deviations
Compliance to Terms and Conditions		
Compliance to Scope of Work of the subject RFP		
Compliance to Functional & Technical requirements		

(If left blank it will be construed that there is no deviation from the specifications given above)

Date

Signature with seal

Name:

Designation:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
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Annexure-23
Escalation Matrix

[On Firm's / Company's letter head]

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Name of the Bidder Firm:

Delivery Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 24 Hours)					
c.		Regional/Zonal Head (If response not recd in 48 Hours)					
d.		Country Head (If response not recd in One week)					

Service-Related Issues:

Sl. No.	Name	Level of Contact	Office Postal Address	Phone No.	Mobile No.	Fax	Email address
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
c.		Regional/Zonal Head (If response not recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

Any change in designation, substitution will be informed by us immediately.

Date:

Signature with seal

Name:

Designation:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
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Annexure-24
Commercial Bid cum Bill of Material

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

Notes

1. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
2. The base location for the project execution would be Chennai and Mumbai.
3. Please be guided by RFP terms, subsequent amendments and replies to pre-bid queries (if any) while quoting.
4. Do not change the structure of the format nor add any extra items.
5. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
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Table –A
Enterprise License Cost (of proposed RPA Solution for 3 years’ contract period including premium support
[Amount in Indian Rupees]

Sl. No.	Requirement Details # (License name/ Item name / Component of RPA solution with enterprise-wide licenses)	Unit Price 1 st year	Unit Price 2 nd year	Unit Price 3 rd year	Total cost for 3 years (Excl. of tax) e=(a+b+c)*d	Tax for Column e		Total cost for 3 years (Incl. of taxes) h=f+g
		[Excl. of taxes] a	[Excl. of taxes] b	[Excl. of taxes] c		(% tax) f	Tax Amt g	
A. Production Environment Licenses (DC and DR)								
	Item	Qty*						
1.	Unattended Bot Licenses							
2.	Attended Bot Licenses							
3.	Developer/Bot Creator License							
4.	ICR/OCR/IDP/ Document Classifier (pac, 5 Lakh Pages)							
5.	Human in Loop (no of Users)							
6.	Workflow System (No of Users)							
7.	Control Room/Orchestrator							
8.	Any other software requirement							
9.	Same Setup at DR							
10.	Cost of Change Requests							
B. UAT Environment								
1	Unattended Bot Licenses							
2	Control Room/ Orchestrator							
3	Developer / Bot Creator License							



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

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C	Cost for premium product support from OEM for contract period of 3 years							
D	AI/ML/Agentic-AI / AI Agent License cost and Document understanding license cost (Unit Cost)							
Total								

Mention item wise details

*Qty is mandatory and mention unit where applicable

Note: Please mention quantity and unit price of each item DC-DR wise wherever required. The addition/ deletion of license (optional) will be availed by the Bank based on the requirement of licenses during the contract period of three years. Bank shall intimate the same as and when the requirement arises. In case of any license additions/ deletions between contract period, the pro-rated payments for such licenses cost quoted above will be released on its acceptance sign-off, from the month of such resource's addition/ deletion till the remaining period. In case of surrender, Bank will stop the renewal from next renewal due date. The bidder shall raise invoice for renewal of licenses, as per the usage on bank's confirmation.



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
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Table –B
Charges for Onsite Resources for 3 years

[Amount in Indian Rupees]

Sl. No.	Requirement Details	Charges Per month per resource [Excl. of taxes]	No. of Resources	No. of Months	Total Charges for 36 months [Excl. of taxes]	Tax for Column “c”		Total Charges for 36 Months [Incl. of taxes]
		a	n	b	c=a*n*b	d % tax	e Tax Amt.	f=c+e
1.	L1 Onsite Resource at Chennai for Robotic Process Automation Solution from go-live date		2	36				
2.	L2 resources at Chennai for Robotic Process Automation Solution from go-live date		1	36				
3.	Total Cost of Onsite Resources (Sum of Sl. No. 1 and 2)							

Note: The addition/ deletion of resource (optional) will be availed by the Bank based on the requirement of resources during the contract period of three years. Bank shall intimate the same as and when the requirement arises. In case of any resource addition/ deletion between contract period, the pro-rated payments for such resources cost quoted above will be released on its acceptance sign-off, from the month of such resources addition/ deletion till the remaining period.



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Table–C
One-time Implementation Cost

[Amount in Indian Rupees]

Sl. No.	Details	Total Cost [exclusive of tax]	Tax for Column a		Total Cost [inclusive of tax]
			% Tax	Tax amt	
		a	b	c	d= a+c
1.	Implementation Cost for Low Complexity Process*				
2.	Implementation Cost for Medium Complexity Process*				
3.	Implementation Cost for High Complexity Process*				

**Complexity of the process are determined as per the matrix given under “9.1 Complexity Classification”*



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Table–D
Total Cost of Ownership for 3 years Contract Period

[Amount in Indian Rupees]

Sl. No.	Details	Total Cost of Ownership [inclusive of tax]
1.	Total Cost of Enterprise Licenses of proposed RPA Solution as per Table-A	
2.	Total Cost of Onsite Resources as per Table-B	
3.	Total Cost of One-time Implementation and Migration Charges as per Table-C	
4.	Total Cost of Ownership for RPA solution [Sum of Sl. No. 1, 2, and 3]	

Undertaking

- i. Bill of material is submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
- ii. We confirm that we have gone through GeM bid clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
- iii. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
- iv. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
- v. We are agreeable to the payment schedule as per “Payment Terms” of the GeM bid.
- vi. The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.



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Annexure-25
Software Bill of Material

Notes

1. The bidder has to provide detailed S-BOM in line with technical guidelines on Software Bill of Materials (SBOM) dated 03.10.2025 by Indian Computer Emergency Response Team (CERT-In) *Meity, GOI*.
2. These details should be on the letterhead of Bidder and each & every page should be signed by an Authorized Signatory with Name and Seal of the Company.
3. The detailed SBOM to be submitted should be duly complying to and relevant to the subject software/ solution.
4. The details to be submitted in the SBOM table is not limited to minimum elements and the Bidder has to submit all the additional details that will cover the subject software/ solution.

Minimum Elements for SBOM Table

Minimum Elements	Overview	Definition
Data Fields	Document baseline information about each component that should be tracked.	This baseline component information should include: <ul style="list-style-type: none"> • Component Name • Component Version • Component Description • Component Supplier • Component License • Component Origin • Component Dependencies • Vulnerabilities • Patch Status



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GEM/2026/B/7372749

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		<ul style="list-style-type: none"> • Release Date • End-of-Life (EOL) Date • Criticality • Usage Restrictions • Checksums or Hashes • Comments or Notes • Author of SBOM Data • Timestamp • Executable Property • Archive Property • Structured Property • Unique Identifier
Automation Support	Support automation, including via automatic generation and machine-readability to allow for scaling across the software ecosystem.	Data formats used to generate and consume SBOM should include: <ul style="list-style-type: none"> • Software Package Data Exchange (SPDX) • CycloneDX
Practices and Processes	Define the operations of SBOM requests, generation and use	Organization's definition of SBOM operation procedure should be based on: <ul style="list-style-type: none"> • Frequency • Depth • Known Unknowns • Distribution and Delivery • Access Control • Accommodation of Mistakes

Date:
Place:

Signature with seal
Name:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
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Annexure-26
Litigation Certificate

(To be provided by Statutory Auditor/ Chartered Accountant)

To,

Date

The Assistant General Manager
Information Technology Department,
4th floor, Indian Bank Head Office,
66 Rajaji Salai, Chennai 600001

Dear Sir,

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

This is to certify that M/s _____ a company incorporated under the companies act 1956, with its head office at _____ is not involved in any litigation which threatens solvency of the company.

Place:

Date:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Firm Registration No.

Membership No.

Seal:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)
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Annexure-27
Bid Security Declaration

(To be submitted by the Bidder (who is exempted from submission of bid security) on its official letter head)

Ref. No.

Dated

Sub: RFP for selection of Service Provider for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

GeM Bid Ref: GEM/2026/B/7372749 dated 18/03/2026

To
The Asst. General Manager
Indian Bank
IT Department
4th Floor
66, Rajaji Salai,
Chennai – 600 001

Dear Sir,

We, M/s _____ is exempted from submission of Bid Security as per the RFP and GeM's general terms & condition. We have enclosed the required document for claiming the required exemption of Bid security.

We confirm that we will not withdraw/modified /amended, impairs or derogates our Bid during the period of validity and if contract is awarded to us we will execute the contract/agreements and will submit performance security as per the terms of the RFP.

Further we accept that Bank reserve the right to suspend us from participation of its tender for a period upto 3 years, if

- a) We have withdrawn/modified /amended, impairs or derogates from the tender, our bid during the period of bid validity specified in the RFP
Or
b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or refuse to accept & execute the contract/agreements;

OR



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- (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of the RFP.

We understand this Bid Security Declaration shall cease to be valid on the Thirty First day from following:

- A. If we are not the successful Bidder, the receipt of your notification of the name of the successful Bidder;
- or
- B. the expiration of the validity of our Bid or any extension thereof.

Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

(Name & Address of Bidder)

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

Mobile:



RFP for Supply, Implementation, Customization and Maintenance of Intelligent Automation System integrating Robotic Process Automation (RPA)

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Date: 18/03/2026

Annexure-28
Indicative List of Use Cases

SI No.	Use Case
1.	NACH File Processing
2.	CAPC Document verification
3.	Signature matching for Cheque Processing
4.	UPI / IMPS log monitoring
5.	STP of Reconciliation files (UPI/IMPS/AEPS etc.)
6.	STP of Reconciliation file of BBPS
7.	STP of Reconciliation file for different Aggregators
8.	Verification of bidder documents downloaded from GeM
9.	Extraction and Submission of the data to the CIC
10.	EFRMS alert handling
11.	RBICMS complaint handling
12.	CPGRAMS complaint handling
13.	INGRAMS complaint handling
14.	CFRM email ticketing
15.	Cybercrime court order processing
16.	Time-bound Sudo Access Grant/ Revoke
17.	Database Baseline Hardening Verification
18.	Operating System Baseline Hardening Verification
19.	Database User Management
20.	OS User Management
21.	Scrutiny of document received from other Bank under Import LC
22.	Scrutiny of document Received from our customer for negotiation of Export Bill backed by LC