

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

Date: 07/04/2026

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

GEM Bid Reference No: GEM/2026/B/7372749 dated 18/03/2026

Please refer to corrigendum published along with this for the changes in the RFP clauses and annexures

Pre-Bid Query Response

SL No	Description	Query	Banks Response
1	<p>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</p> <p>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. Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number.</p>	<p>The Bidder/OEM 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</p> <p>The bidder/OEM 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. Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Contact number.</p>	No change. Please adhere to RFP.
2	Relaxation of Eligibility Criterion No. 6 (Turnover)	<p>The RFP mandates average annual turnover of ₹100 Crore (₹80 Crore for MSEs/Startups) over last 3 financial years. We note the Bank has already partially recognised the relaxation for MSEs/Startups at ₹80 Crore. However, as per GFR Rule 173(i) and MoF OM dated 20.09.2016, DPIIT-recognised Startups are eligible for full relaxation/waiver of prior turnover criteria, not merely reduction.</p> <p>We request confirmation: Will Indian Bank fully waive the turnover criterion (Criterion No. 6) for DPIIT-recognised Startups as mandated</p>	Please refer amendment.



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		under GFR Rule 173(i) and MoF OM No. F.20/2/2014-PPD?	
3	Relaxation of Eligibility Criterion No. 8 (Prior Deployment Experience)	<p>The RFP mandates that the Bidder should have implemented and maintained the RPA tool/software in at least two Scheduled Commercial Banks (having at least 2000 branches) during the last five years.</p> <p>As per GFR Rule 173(i), MoF OM No. F.20/2/2014-PPD dated 20.09.2016, and MoF OM No. F.1/7/2021-PPD-2 dated 02.08.2021, DPIIT-recognised Startups are entitled to relaxation of prior experience criteria subject to meeting of quality and technical specifications. This RFP is being conducted on the GeM portal (GEM/2026/B/7372749), and GeM's own framework provides for automatic exemptions on prior experience to DPIIT-registered startups.</p> <p>We request confirmation: Will Indian Bank relax or waive Eligibility Criterion No. 8 (prior RPA deployment experience in Scheduled Commercial Banks) for DPIIT-recognised Startups as mandated under GFR Rule 173(i) and MoF OM No. F.20/2/2014-PPD?</p>	Please refer amendment.
4	EMD Waiver	As an MSME/Startup, we request confirmation of exemption from Bid Security (EMD) of ₹40,00,000 as mandated under the Public Procurement Policy for MSEs Order 2012 and GFR provisions applicable to MSEs and DPIIT-recognised Startups.	Benefits applicable to MSEs in respect of EMD will be extended upon submission of valid proof
5	Local Office Requirement (Criterion No. 11)	The RFP requires the bidder to have a local office in Chennai. We request confirmation whether this requirement can be waived or fulfilled through an undertaking to establish a local liaison presence post-award for DPIIT-recognised Startups.	Please refer amendment.
6	13/04/2026 03:00 PM for both online bid and offline document submissions.	1. Do we have to submit documents for both General evaluation Criteria and technical evaluation criteria by 13th April? Or Only the documents for the General Evaluation criteria	All documents to be submitted on the same date.

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		and bidders who qualifies the General evaluation criteria will get another window or timeline post 13th April to submit the documents for technical evaluation criteria?	
7	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	1. Kindly clarify whether the Bank will consider a bidder's experience in automation-led implementations within commercial banks—such as machine learning, data analytics, application development, and GenAI—for meeting the eligibility criteria. Or, is eligibility limited strictly to RPA implementation experience in commercial banking?	No change. Please adhere to RFP.
8		2.If the bidder has RPA implementation experience within the BFSI sector other than commercial banking (e.g., insurance, capital markets, NBFCs), will such experience be considered for meeting the eligibility criteria	No change. Please adhere to RFP.
9	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.	What is the approximate target number of processes planned to be automated over the three-year engagement period? While the RFP specifies automation of the initial 10 processes within the first 12 weeks, clarity is requested on the Bank's overall automation roadmap for the remaining duration.	A total of 25 processes are proposed for automation. An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase.
10		Has the bank already identified the initial 10 processes to be automated in 12 weeks? Can we get the list of those processes?	An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase.
11		To better understand the automation landscape, can you to share the list of key business applications and the underlying technology stack that are expected to fall within the scope of the RPA solution?	Bidders are expected to leverage their prior experience in implementation of similar projects in other Banks.

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12		We request clarification on whether the Bank has previously implemented RPA automations, either internally or through a third-party service provider	The Bank has not implemented RPA.
13	Few Generic questions	Clarify Oracle DB edition (Enterprise/Standard) and availability of advanced features like RAC, In-Memory, partitioning. (Oracle as DB is mentioned in RFP)	Bank uses latest edition of Oracle DB.
14		Confirm supported integration options: REST, SOAP, SFTP, DB connectors, Citrix/VDI.	Supported integration options include REST, SOAP, SFTP, DB connectors, and VDI-Omnissa
15		Should RPA bots support automatic failover to DR without manual redeployment?	Yes.
16		Does the Bank use legacy host/mainframe emulators? Provide emulator details and automation constraints.	No
17		Will Bank facilitate collaboration with CBS/CRM/third-party OEMs for integration support?	Yes.
18		Clarify whether uptime is measured at platform, bot engine, or individual process level.	Please refer RFP Page No.45-46, Para No."8 Service Level Agreement" and Page No.48-53, Para No."11 Penalties & Liquidated damages"
19	Hardware Sizing- Infrastructure including GPU requirements	Kindly confirm the minimum technical specifications (GPU type, memory, cores, scalability requirements) to be considered for sizing and cost standardization across bidders.	Please refer amendment.
20	Hardware Sizing- Database to be provided by Bank	Kindly specify the database type and version to be provided. In case of incompatibility, please confirm whether bidders are allowed to propose an alternate database.	Please refer RFP Page No.33, Para No. "9 Hardware Sizing" to know the available environment.
21	Scope of Work- OEM architecture support	Kindly confirm whether OEM architecture support is included in standard OEM support or needs to be quoted separately.	Please refer RFP, Annexure - 24, Bill of Material
22	Project Timelines	Kindly confirm whether timelines for initial process delivery can be adjusted based on process complexity and dependencies.	No change. Please adhere to RFP.
23	Project Timelines	Kindly confirm whether delivery timeline may be considered as a range of 10–16 weeks depending on complexity and integrations.	No change. Please adhere to RFP.
24	Penalties & Liquidated damages	Kindly confirm whether delay penalties are applicable only to the specific delayed use case(s) and not on total implementation cost.	No change. Please adhere to RFP.

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25	Enterprise License Cost	Kindly confirm whether licensing should include DEV, UAT, and DR environments in addition to Production.	Please refer RFP, Annexure - 24, Bill of Material
26	Charges for Onsite Resources for 3 years	Kindly confirm whether the man-day rate is a blended rate covering all roles (BA, Architect, Developer, QA, etc.).	The person-month rate for On-site resources are mentioned in Annexure - 24, Bill of Material. The on-site resources will be deployed for Facility Management.
27	Scope of Work- Operational Support	Kindly confirm whether backup will be managed by the Bank and restoration/application recovery by bidder.	The Bank will provide the backup infrastructure, with its management remaining under the Bank's ownership. The successful bidder, however, will be responsible for supplying details of the backup data and conducting verification and validation.
28	Agentic AI Capability of the proposed solution - AI / RAG capability	Kindly confirm whether Enterprise Knowledge Base / RAG setup will be provided by Bank or needs to be provisioned by bidder.	Bidders are required to provision the Enterprise Knowledge Base/RAG and will be responsible for its deployment, maintenance, and management. The Bank will provide the necessary hardware infrastructure.
29	Agentic AI Capability of the proposed solution - LLM / SLM usage	Kindly confirm whether Bank will provide LLM/SLM models or bidder is expected to provision the same.	Bidders are required to provision the LLM/SLM and will be responsible for their deployment, maintenance, and management. The Bank will provide the necessary hardware infrastructure.
30	Indicative List of Use Cases	Kindly provide process-wise transaction volumes and complexity classification for accurate sizing.	An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase. These use cases are standard banking processes, and bidders are expected to leverage their prior experience in sizing similar implementations. Based on the number of processes, their frequency, and average handling time (AHT), bidders should propose the appropriate license sizing.
31	Indicative List of Use Cases	Kindly confirm expected distribution of attended, unattended, and human-in-loop automations.	Please refer amendment.
32	IDP accuracy	Kindly specify expected OCR/IDP accuracy benchmarks and acceptable human validation thresholds.	As per Industry Best Practice.
33	Experience in Scheduled Commercial Banks	Kindly consider relaxing the eligibility criteria of implementing RPA solution in at least two Scheduled Commercial Banks (excluding RRBs and Co-operative	Please refer amendment.

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		Banks) to one Scheduled Commercial Bank, provided the bidder has successfully implemented and maintained the solution in a bank of comparable scale and complexity, along with experience across BFSI and PSU organizations. This will enable wider participation while ensuring quality implementation.	
34	The bidder should have an average annual turnover of Rs.100 Crore (Rs. 80 Crore for MSEs / Startups) over the last 3 financial years	Can you please consider to reduce the average annual turnover of 10 Crores? This may be a relaxation as statutory compliance according to the GeM portal	Please refer amendment.
35	The Bidder should have implemented and maintained the RPA tool / software in at least Can you please consider the automation tool implemented in Audit department in both Public Sector Bank and Private Sector bank be considered? 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	Can you please consider the automation tool implemented in Audit department in both Public Sector Bank and Private Sector bank be considered? Past experience in AI & Audit Automation must be considered in the technical evaluation criteria.	No change. Please adhere to RFP.
36	Indicated OEM / System Integrator.	Please consider mature & open-source frameworks for RPA, aligning with Atmanirbhar preference	No change. Please adhere to RFP.
37	Project Completion and Management	Timelines mentioned for Completion of each use case includes development and testing. This excludes User acceptance, deployment and hypercare, please confirm.	Timeline mentioned for completion of use case includes Development, Testing, User acceptance, deployment and hyper care.
38	Operational Support	Ensuring that the system is available 24*7. Does this indicate onsite/remote support for 24*7*365?	Please refer RFP, Annexure - 2, Point - 6: Onsite Resource/Support
39	Last Date of Submission/ Closing Date in Online & Offline Mode	Will the deadline for offline submission is also 13/04/2026 03:00 PM?	Please refer revised schedule.
40	Hardware Sizing and Infrastructure	What are the specific hardware specifications (RISC/CISC processor types, RAM, storage requirements) currently available at DC and DR sites ?	Please refer RFP Para No."9 Hardware Sizing" to know the available environment. More details will be shared with successful bidder.

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41	adhere to the guidelines issued by RBI and other Regulatory bodies related to Robotic Process Automation solution	Could the Bank elaborate on any specific RBI or regulatory guidelines that the bidder must strictly adhere to concerning Robotic Process Automation?	The RPA solution must adhere to all applicable RBI guidelines and regulatory frameworks, including but not limited to RBI's circulars on IT Governance, Risk Management, and Outsourcing. In addition, compliance with the Free AI framework, the Digital Personal Data Protection (DPDP) Act, and IT GRC standards is mandatory. The solution must also align with information security, data privacy, and risk management protocols. Bidders are expected to design and operate their solution in strict conformity with these requirements.
42	Version Management Process	What is the bank's change management process for patches, updates, and upgrades, and what are the specific testing environment requirements before production deployment?	Such details will be shared with successful bidder.
43	The selected bidder shall provide telephone support during business days after warranty/support commences.	What is the expected response time for telephone support during business hours?	Please refer RFP Page No.51, Table: "Incident Resolution and Penalty"
44	If a resource goes on leave/absent, replacement with equivalent or higher qualifications is required to ensure uninterrupted functioning.	What is the process and timeline for resource replacement in case of absence?	As mentioned in Page - 52, Point vi - Penalties/liquidated damages for Onsite resources.
45	OEM Training Requirements	What is the minimum number of bank personnel requiring OEM training, preferred training locations (onsite/offsite), and specific certification requirements for RPA administration?	2 batches of 15 officers each. Training Location: Chennai. Training duration: 1 week.
46	Vulnerability Management SLA	What is the bank's current vulnerability scanning schedule and methodology to determine the severity classification (Critical, High, Medium, Low) for vulnerability remediation timelines?	The Bank carries out Vulnerability Assessments (VA) on a half-yearly basis and Penetration Testing (PT) on a quarterly basis. Additional scans may be conducted as required, based on emerging threats or system changes. Severity levels (Critical, High, Medium, Low) and corresponding remediation timelines are defined in accordance with the Bank's internal information security policies.
47	Project completion certificate/ Reference letter from the Concerned Organization/Email reference from the client clearly specifying the satisfactory working of the RPA Software/tool.	We will submit the PO / Engagement Letter. As a process we don't get completion certificates from client. Instead of completion certificates, can we setup reference call with client?	Bidder can provide Reference letter from the Concerned Organization OR Email reference from the client clearly specifying the satisfactory working of the RPA Software/tool as mentioned in Annexure - 1, Point No.8.

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48	Robot Connection Scaling	what are the peak concurrent execution requirements during business hours?	The peak concurrent execution varies from use-case to use case.
49	Robot Connection Scaling	Will we start with exactly 20 robot connections on day 1, and when do you expect to reach 100 connections?	The solution architecture will be designed to support a minimum of 20 robot connections from day 1, with scalability to accommodate up to 100 connections as additional use cases are implemented.
50	High Availability Configuration	What are the specific RTO (Recovery Time Objective) and RPO (Recovery Point Objective) requirements for the 1:1 active-passive DC-DR setup and n+1 node configuration ?	RTO and RPO is as per Bank's policy. Details will be shared with the successful bidder.
51	OEM Endorsement Process	What specific documentation, approval levels, and technical validation processes are required from the OEM for architecture design and implementation plan	The architecture design and implementation plan must be reviewed and formally vetted by the OEM. The bidder is required to submit an OEM endorsement letter or a signed document confirming compliance with established best practices and security standards.
52	Information regarding Volumetrics as per the annexure 2 - you are looking for sizing of following solutions	As per the point p - can we get a standard baseline for calculating licenses for 1.Unattended Bot Licenses - Number of processes + frequency+AHT?	Please refer amendment.
53	Information regarding Volumetrics as per the annexure 2 - you are looking for sizing of following solutions	2.Attended Bot Licenses - - Number of processes + frequency+AHT?	Please refer amendment.
54	Information regarding Volumetrics as per the annexure 2 - you are looking for sizing of following solutions	4.ICR/OCR/IDP/ Document Classifier (pac, 5 Lakh Pages) - Typical processes that involve documents (structured, unstructured), approx no. of entities to be extracted? Language of documents? %digital vs handwritten	Please refer amendment.
55	Information regarding Volumetrics as per the annexure 2 - you are looking for sizing of following solutions	8.Agentic AI platform - Agentic Use-cases description	It is expected that bidders will apply their prior experience and domain knowledge to identify which use cases genuinely need agentic AI capabilities. The final set of agentic AI use cases will be jointly confirmed by the Bank and the successful bidder during the process discovery phase.
56	VAPT and Security Testing	What is the frequency of VAPT assessments, and are there specific security testing tools or methodologies preferred by the bank's authorized partners?	The key requirement is that bidders must ensure timely mitigation of any VAPT or audit observations. Specific tools, methodologies, or the bank's authorized partners are not relevant to this process.

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57	OEM Professional Support	What are the Bank's expectations on OEM professional support during implementation and post-implementation? What is the SLA for 24*7 premium support?	The Bank requires the availability of the OEM's Solution Architect during the implementation phase to ensure smooth and timely implementation, adherence to industry best practices, and compliance with security standards. For SLA and Penalty, please refer RFP.
58	Dashboard and Monitoring	What key performance indicators (KPIs) and metrics are expected to be included in the comprehensive RPA dashboard for Bot and process monitoring?	The comprehensive RPA dashboard is expected to provide visibility into both bot performance and process execution. At a minimum, it should include, but not limited to, KPIs such as bot utilization, availability, success/failure rates, exception handling, queue status, and process throughput. Additional metrics should cover average handling time (AHT), SLA adherence, resource consumption, and trend analysis. The final set of KPIs and metrics will be jointly confirmed by the Bank and the successful bidder during the implementation phase, ensuring alignment with industry best practices and the Bank's operational requirements.
59	Error and Failure Reporting	What details are to be included in the daily reports regarding unsuccessful automated processes and what kind of dashboard visualization is expected for the end-user?	Daily reports should capture process name, bot ID, error type, timestamp, and exception details for unsuccessful runs. The end-user dashboard should provide clear visualizations such as failure trends, error distribution, and resolution status, with drill-down capability for quick issue analysis. Final reporting and visualization requirements will be agreed during implementation.
60	Security and Audit	How will the Bank conduct VAPT/audits of the RPA solution and what is expected from the bidder to support these audits?	Bank's empanelled vendor will conduct the VAPT / audit. Bidder is expected to mitigate the observations timely as per the SLA.
61	Number of business units	How many business/orgs would you cater to. This would be needed from an orchestrator architectural point of view	This is only for the Indian Bank.
62	Deployment	Our understanding is entire deployment of solution will be on-premise?	Yes the entire solution will be deployed on-premise.
63	Deployment	From a future roadmap perspective - would you also host LLM on-premise? Any existing LLMs hosted already ?	At present there is no LLM is used.

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64	Audit Trail Requirements	What is the required retention period for audit logs, are specific log formats needed, and are there SIEM integration or compliance reporting requirements?	Retention period and formats of logs will be as per Bank policy, details of which will be shared with successful bidder. Integration with Bank's existing SIEM is required.
65	Encryption Requirements	What are the specific key management requirements and timeline for Post Quantum Cryptography (PQC) implementation?	The Bank requires that Post-Quantum Cryptography (PQC) be implemented as and when OEM-validated PQC solutions become commercially available
66	Active Directory Integration	What version of Active Directory is currently deployed, and are there specific authentication protocols, group policies, or integration requirements with the existing Privileged Identity Management solution?	The Bank is using latest version of Active Directory and PAM. Bidders must ensure seamless integration with these systems, including adherence to authentication protocols, group policies, and interoperability with PAM.
67	GDPR/DPDP Compliance	Are there specific data residency requirements, data classification levels, or PII data handling protocols that the RPA solution must adhere to under GDPR and DPDP act?	The RPA solution must comply with applicable data residency, classification, and PII handling requirements under GDPR and the DPDP Act. This includes ensuring that sensitive and personal data is processed and stored in accordance with regulatory mandates, applying appropriate classification levels, and enforcing secure handling protocols. The successful bidder is expected to align the solution design with OEM guidance and industry best practices, with final compliance requirements validated during implementation.
68	SSL Certificate Management	What is the bank's current SSL certificate management process, Certificate Authority preferences, and timeline for implementing Quantum-safe SSL/TLS certificates?	The Bank currently manages SSL certificates through Active Directory and standard Certificate Authorities, with no specific CA preference mandated. The RPA solution must ensure compatibility with the existing certificate management process and support integration with the Bank's security policies. Quantum-safe SSL/TLS certificates are to be adopted as and when OEM-validated solutions become commercially available.
69	Onsite Resource/Support	what is the team size, onsite/remote/hybrid model and time frame for support expected?	Please refer RFP, Annexure - 2, Point - 6 d
70	Onsite Resource/Support	The implementation team should be - onsite/remote/hybrid?	Please refer RFP, Annexure - 2, Point - 6 d
71	Environments	How many environments we have to consider for nonproduction (Dev, UAT) ?	Same region will be used as Development and UAT.

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72	The resources should submit procedural documents related to the day-to-day operations, failure of deployed processes with reason and action taken, backup, periodic restorations, etc. of the RPA Solution.	What level of detail and format is expected for the procedural documents related to operations and failures?	Procedural documents are expected to be detailed enough to capture day-to-day operational steps, failure incidents with root cause and corrective actions, as well as backup and restoration procedures. The format should be clear, structured, and auditable, enabling the Bank to review operational consistency and compliance. The final level of detail and documentation standards will be jointly agreed during implementation.
73	Business Continuity and Disaster Recovery	What are the bank's current BCP/DR testing frequencies, location, success criteria, and documentation requirements for joint testing exercises?	The BCP/DR frequency is Quarterly, however, unplanned drills are also conducted. Bank's DC is in Chennai and DR Site is in Mumbai. Bidder should be able to switch the solution to DR and switch back to DC within the RTO and no disruption during the drill should be there.
74	Licensing count	Should the DR licenses count be same as primary DC count? Or DR count can be a buffer of DC? Ex. Number of robots in primary DC =20, number of robots in secondary DC=20?	Please refer RFP, Annexure - 24, Table - A, Para - A, Point 9
75	Expertise in developing and deploying automation solution in PSBs (Public Sector Banks) in India	Can we submit the relevant credentials of the Bidder & also of the OEM under this criteria?	Only the bidder's credentials should be submitted under this criterion. OEM credentials are not applicable and will not be considered for evaluation.
76	1. Expertise in developing and deploying automation solution in PSBs (Public Sector Banks) in India. 2. 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	Can we include not only bidder but OEM qualifications and certificates ?	Only the bidder's credentials should be submitted under this criterion. OEM credentials are not applicable and will not be considered for evaluation.
77	The solution should support Business Process Model and Notations (BPMN 2.0)	Is this solution required apart from the RPA solution? Do we have any BPMN tool decided/already onboarded for the implementation ?	The proposed RPA solution is expected to have native BPMN capability for process modelling and orchestration. Bank does not have any BPMN tool.
78	Microservices Architecture	What are the bank's preferred containerization technologies (Docker, Kubernetes) and orchestration platforms for deploying the microservices-based RPA architecture?	The Bank has existing orchestration platforms, including Tanzu and OpenShift. The proposed solution shall comply with the Bank's preference for Kubernetes as the containerization standard.

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79	Third-party Integration Scope	Can the bank provide a comprehensive list of all banking systems (CBS, EXIM, NACH, DMS, etc.) including their versions, APIs, and integration protocols currently in use	Bidders are expected to leverage their prior experience in implementation of similar projects in other Banks.
80	Attended vs Unattended Bot Transition	What are the technical requirements for seamless escalation between unattended and attended bots while preserving workflow state during human-machine transitions and downtime of the systems?	Technical requirements include secure state persistence, session continuity, and audit logging to ensure that tasks can resume without data loss or duplication. The system should also provide mechanisms for error handling, retry logic, and recovery during downtime, ensuring smooth hand-offs between human and machine execution. Final implementation details will be validated jointly by the Bank and the successful bidder.
81	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.	What is the maximum number of languages (also please provide list of languages) and character sets the solution should support simultaneously?	The Bank does not prescribe a fixed maximum number or specific list of languages; Bidders should propose solutions that align with OEM capabilities and industry best practices, ensuring broad multilingual and multi-character set support. Final scope will be validated jointly during implementation.
82	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.	Can you provide required benchmarks on the accuracy of text recognition for various fonts, sizes, colours, and handwritten inputs?	The expectation is that the proposed RPA solution should leverage OEM-validated OCR capabilities to deliver high accuracy in line with industry standards. Bidders are expected to demonstrate the solution's performance during evaluation
83	Alert and Notification Systems	What are the preferred communication channels (Email servers, SMS gateways) and their technical specifications for integration with custom triggers and escalations?	Both Email and SMS are preferred. Technical specification for integration with custom triggers and escalation will be shared with successful bidders.
84	Software Bill of Materials (SBOM)	What are the bank's specific requirements for SBOM format compliance beyond CERT-In guidelines?	Please refer RFP, Annexure - 25
85	List of use cases	Please provide the exhaustive list of process complexity wise or at least the number of processes within scope. Process volume, AHT and frequency?	An indicative list of use cases is provided in Annexure-28. The exhaustive list of processes, along with their complexity, volumes, AHT, and frequency, will be finalized during the process discovery phase jointly by the Bank and the successful bidder.

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86	Delivery of Licenses - Payment is mentioned at NIL	100% of OEM License Payment should be made upon delivery.	Please refer amendment.
87	License Payment after Go Live (mentioned in 12 c)	100% of OEM License Payment should be made upon delivery.	Please refer amendment.
88	Support Payment quarterly in arrears	OEM Premium Support Payment is to be paid upfront every year along with License Payment at the beginning of the subscription/anniversary	Please refer amendment.
89	Bidder shall guarantee 99.5% uptime	Uptime guarantee is dependent on availability of Hardware. Since this is going to be an on-premise landscape and hardware supply and support is not going to be managed by the bidder, hence the application uptime can't be guaranteed.	Any downtime attributable to Bank will not be considered while calculating the uptime of the solution.
90	Penalties/LD for not maintaining uptime	Uptime guarantee is dependent on availability of Hardware. Since this is going to be an on-premise landscape and hardware supply and support is not going to be managed by the bidder, hence the application uptime can't be guaranteed.	Any downtime attributable to Bank will not be considered while calculating the uptime of the solution.
91	Scope of Work	Kindly clarify whether the scope is limited to RPA or includes full Intelligent Automation stack such as AI/ML, OCR/IDP, Process Mining, etc.	Please refer the full Scope of Work. The coverage is not limited to RPA; it also encompasses the broader Intelligent Automation stack, including AI/ML, OCR/IDP, Process Mining, and related capabilities.
92	Scope of Work	Please provide the indicative number of processes identified for Phase-1 and overall roadmap for automation.	A total of 25 processes are planned for automation. An indicative list of use cases has been provided in Annexure-28. The final set of use cases including the cases to be implemented in phase-1 will be confirmed jointly by the Bank and the successful bidder during the process discovery phase. The project duration is of 3 years. The implementation plan is to be provided by the successful bidder as mentioned in the RFP.
93	Integration	Kindly share details of key applications (CBS, LOS, LMS, CRM, etc.) and availability of APIs for integration.	Bidders are expected to leverage their prior experience in implementation of similar projects in other Banks.
94	Infrastructure Sizing	Please clarify whether required infrastructure (Servers, DB, OS) will be provided by the Bank or needs to be provisioned by the bidder.	Please refer RFP Page No.33, Point No. "9 Hardware Sizing" for clarification.
95	Deployment Architecture	Kindly confirm whether cloud deployment is permitted or only on-premise deployment is allowed.	Please refer RFP Page No.33, Point No. "9 Hardware Sizing" for clarification.

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96	DR Requirements	Please confirm DR setup requirement (Active-Active / Active-Passive) along with defined RPO/RTO.	Please refer RFP Page No.33, Point No. "9 Hardware Sizing" for clarification.
97	Technical Evaluation	Kindly confirm whether partial compliance to technical specifications will be considered during evaluation.	Please refer RFP Page No.37, Point No. "14 Technical and Functional Requirement", Note a) for clarification.
98	Agentic AI Capability	Please elaborate expected use cases and scope under Agentic AI capability for better solution alignment.	The indicative list of uses cases are given in Annexure - 28. It is expected that bidders will apply their prior experience and domain knowledge to identify which use cases genuinely need agentic AI capabilities. The final set of agentic AI use cases will be jointly confirmed by the Bank and the successful bidder during the process discovery phase.
99	OCR/IDP	Kindly provide estimated document volume (monthly/annual) for OCR/IDP to enable accurate sizing and licensing.	Please refer amendment.
100	SLA	Please specify uptime requirements and SLA measurement criteria for the proposed platform.	Please refer RFP Page No. 45 - 46, Para No. "8 Service Level Agreement (SLA)" and Page No. 48-53, Para No."11 Penalties & Liquidated Damages".
101	Penalty / LD	Kindly confirm whether there is a cap on total penalties / liquidated damages. If not, request to cap at a reasonable percentage of contract value.	Please refer RFP Page No. 48-53, Para No."11 Penalties & Liquidated Damages".
102	Support	Please clarify whether 24x7 support is mandatory and expected support model (L1/L2/L3).	Please refer RFP Page No. 47 - 48, Para No."10 Onsite Resources".
103	Payment Terms	Request to align payment milestones with project deliverables (e.g., implementation, UAT, Go-Live) instead of fixed schedule.	No change. Please adhere to RFP.
104	Evaluation Criteria	Kindly confirm whether detailed technical scoring breakup will be shared with bidders post evaluation.	Scores will be published in GeM portal after technical evaluation and the same will be displayed as per GeM guidelines.
105	Contract Duration	Please clarify whether the contract extension (2 years) is automatic or subject to performance and mutual agreement.	Please refer RFP Page No.43, Para No."7. Warranty/ Annual Technical Support", 1st Paragraph.
106	Limitation of Liability	Request to cap liability to the total contract value (excluding third-party claims and IP infringement).	No change. Please adhere to RFP.
107	Indemnity	Request to limit indemnity clause to third-party IP infringement and breach of confidentiality.	No change. Please adhere to RFP.

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108	Exit Clause	Kindly define exit management period, transition support scope, and associated commercials, if any.	No change. Please adhere to RFP.
109	One-time Implementation Cost	Can one time implementation of the RPA project remotely ?	No.
110	The Bidder should provide a comprehensive dashboard for performance monitoring of Bots and the process that are automated.	Does the bank require a separate BI tool for these business insights, or should the RPA platform have a native, built-in Business Process Mining and Analytics engine to visualize these KPIs in real-time? We recommend that the bank requires the platform to provide Automatic Audit Trails and AI Governance to ensure that the 'AI Insights' requested are compliant with AI regulations.	The comprehensive RPA dashboard is expected to provide visibility into both bot performance and process execution. At a minimum, it should include, but not limited to, KPIs such as bot utilization, availability, success/failure rates, exception handling, queue status, and process throughput. Additional metrics should cover average handling time (AHT), SLA adherence, resource consumption, and trend analysis. The final set of KPIs and metrics will be jointly confirmed by the Bank and the successful bidder during the implementation phase, ensuring alignment with industry best practices and the Bank's operational requirements.
111	ICR/OCR/IDP/ Document Classifier (pac, 5 Lakh Pages)	For the IDP requirements, will the bank prefer a consumption-based 'Pay-per-page' model, or an unlimited, integrated AI-based Document Processing capability that can also handle unstructured data using GenAI?	<p>An indicative list of processes involving documents has been provided in Annexure-28. The final set of processes, along with detailed document characteristics, will be confirmed jointly by the Bank and the successful bidder during the process discovery phase.</p> <p>The documents are standard banking documents and may include both structured and unstructured formats. Bidders are expected to leverage their prior experience in sizing similar implementations to estimate volumes, number of entities to be extracted. The Bank anticipates a mix of digital and handwritten inputs, typical of banking operations, and bidders should factor this into their proposed solution design.</p> <p>Based on the indicative volumes and nature of documents, bidders should arrive at the appropriate sizing and licensing requirements as part of their technical bid.</p>

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112	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.	Will the bank consider an Agentic Orchestration layer that allows human employees to interact with bots through natural language (Chat) to manage 'pending tasks' and exceptions, rather than a traditional manual queue?	No change. Please adhere to RFP.
113	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.	Is the bidder's implementation experience on the large volume customer considered? Please include the OEM Implementation into any Public Sector or enterprise entity as reference	No change. Please adhere to RFP.
114	The solution architecture should be based on a microservices model, with modular components that can be independently scaled to meet workload demands.	Is the solution deployment on Container Orchestration or VM based to meet the workload demands? Also What kind of Server architecture considered? X86, power?	Please refer RFP Page No.33, Point No. "9 Hardware Sizing" for clarification.
115	The solution should support Business Process Model and Notations (BPMN 2.0)	Is the solution can be deployed on BP models on Container or VM based?	The proposed RPA solution is expected to have native BPMN capability for process modelling and orchestration. Bank does not have any BPMN tool.
116	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.	Is bank looking for separate both RPA and AI/ML capabilities as part of the Solution? And What infra will be used for AI/ML and BAW solution will be used?	Please refer RFP Page No.33, Point No. "9 Hardware Sizing" for clarification.
117	Unstructured or large-volume multi-source data.	Kindly clarify the size of the data expected and also provide GPU requirements along with integration touch point names.	Hardware infrastructure will be provided by the Bank.

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118	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 RFP requires implementation and maintenance of the RPA tool in at least two Scheduled Commercial Banks having minimum 2000 branches. Considering the limited number of large-scale PSB implementations in India and the depth of experience required, request the Bank to kindly consider relaxation to one (1) Scheduled Commercial Bank credential with 2000+ branches	Please refer amendment.
119	Payment Terms : Total Cost of Onsite Resources as per Table-B	Onsite Resource Cost: What is the resource mix expected as part of the implementation team?	Onsite Resource Cost mentioned in the RFP is for Facility Management. The implementation Team mix to be decided by the bidder considering the Indicative use cases and bidder's prior experience in implementing such projects.
120	Eligibility Criteria – Consortium / SI	In case the bidder is an OEM or authorized partner working with a System Integrator, please confirm whether credentials can be submitted jointly (OEM experience + SI implementation experience) to meet eligibility requirements.	Bid cannot be submitted jointly. Please adhere to RFP
121	Hardware Sizing Responsibility	The RFP states that the bidder is responsible for optimum sizing while core infrastructure (HW, OS, DB) is provided by the Bank. Kindly clarify whether any future performance issues arising due to increased workload, volume growth, or change in use-case complexity will require re-sizing and changes will be handled through mutual discussion and change request.	Resizing if required will be decided through mutual discussion.
122	AI / GPU Infrastructure	Please clarify whether GPU-based infrastructure required for Agentic AI / advanced AI use cases is out of scope for Day-1 and will be provisioned by the Bank separately when such capabilities are activated, or if the bidder is expected to size and price for GPU infra upfront.	Hardware infrastructure will be provided by the Bank.
123	Agentic AI Capability	Section 11 mandates inclusion of Agentic AI capabilities in license cost, while also stating that GPU-based infra may be adopted later. Kindly clarify whether commercial evaluation will consider only base RPA platform costs, and Agentic AI infrastructure activation	Commercial evaluation will be considered with all the components mentioned in the amended Annexure -24, Table - A

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		will be treated as optional / future scope via separate approval.	
124	Payment Terms – AI / Infra Components	Please clarify whether payment milestones include AI-specific components (OCR/IDP/Agentic AI) even if such components are not activated in initial phases, or whether payments will be linked to actual deployment and usage.	Payment linked to only the licenses which are activated.
125	List of use cases	Would you be able to help us with high level details of the processes so that we are able to analyse the process further?	A total of 25 processes are planned for automation. An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase. These use cases are standard banking processes, and bidders are expected to leverage their prior experience in sizing similar implementations, based on the number of processes, their frequency, and average handling time (AHT).
126	Infrastructure Dependency	Project timelines depend on readiness of Bank-provided infrastructure (DC/DR, OS, DB). Please confirm that timeline calculations and penalty applicability will commence only after infra readiness is formally confirmed by the Bank.	Penalty applicability will commence only after the Bank formally confirms infrastructure readiness (DC/DR, OS, DB etc.). Project timelines will be calculated from that point onward.
127	License Sizing – Use Case Dependency	The quantity of RPA licenses (Attended/Unattended Bots, Control Room, OCR/IDP, etc.) is directly dependent on the number, complexity, and concurrency of use cases. As the RFP does not provide details of the processes or the expected number of use cases to be automated, kindly clarify whether the Bank expects bidders to size licenses assuming a defined number of use cases (e.g., 100 use cases), or whether license sizing may be based on standard industry assumptions, with the understanding that actual license requirements will be adjusted based on finalized use cases	Please refer amendment.

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128	Integration capabilities: 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.	Can the you tell us the current configuration of the Database, OS and other hardware components?	Please refer RFP Page No.33, Point No. "9 Hardware Sizing" to know the available environment.
129	Agentic AI / AI Licensing – Sizing & Costing Basis	Table-A requires bidders to quote AI/ML/Agentic-AI / AI Agent licenses and document understanding license costs. In cloud-based deployments, such components are typically bundled and sized as part of the platform. However, for on-premises deployments, additional platform modules, licenses, and supporting components may be required to enable Agentic AI capabilities. In the absence of defined use cases, process volumes, or AI consumption requirements, kindly clarify how the Bank expects bidders to size and price these Agentic AI components, and whether bidders are expected to include the cost of all dependent components required to operationalize Agentic AI as part of the commercial bid.	It is expected that bidders will apply their prior experience and domain knowledge to identify which use cases genuinely need agentic AI capabilities. The final set of agentic AI use cases will be jointly confirmed by the Bank and the successful bidder during the process discovery phase.
130	Agentic AI – Commercial Treatment (Suggestion)	The RFP specifies that the proposed platform should have Agentic AI capability. However, as there are no defined Agentic AI use cases, process volumes, or deployment scenarios provided at this stage, bidders would like to submit the following suggestion for the Bank's consideration: the platform may be required to be technically capable of supporting Agentic AI, but the commercial cost of Agentic AI licenses and dependent components may be excluded from the current RFP pricing, and considered separately at a later stage once concrete use cases and deployment requirements are finalized. This will	No change. Please adhere to RFP.

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		enable accurate sizing and fair commercial comparison across bidders.	
131	24x7x365 Support – Resource Coverage Model	The RFP mandates 24x7x365 support along with 2 L1 and 1 L2 onsite resources. Since an individual resource can work only limited hours per day, kindly clarify how the Bank expects 24x7 support to be operationalized with the specified resources. Please confirm whether 24x7 coverage is expected via remote/OEM support with onsite resources limited to business hours, or whether round-the-clock onsite coverage is expected, in which case additional resources would need to be considered with corresponding commercial impact.	Solution support is required 24x7x365. The onsite resource support is to be maintained as per Annexure - 2, Scope of Work, Point No."6 Onsite Resource/Support".
132	Clarity on Process Volume & Pipeline	The RFP mentions development of an initial 10 processes and identification of additional processes during the contract period. Can the Bank provide: <ul style="list-style-type: none"> • Estimated total pipeline of processes (year-wise)? • Average complexity mix (simple/medium/complex)? • Expected automation roadmap or prioritization criteria? 	A total of 25 processes are planned for automation. An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase. These use cases are standard banking processes, and bidders are expected to leverage their prior experience in sizing similar implementations. Based on the number of processes, their frequency, and average handling time (AHT), bidders should propose the appropriate license sizing for unattended bots as part of their technical bid.
133	Licensing Model & Scaling Expectations	The RFP mentions initial capacity of ~20 bots scalable to 100+ bots. Can the Bank clarify: <ul style="list-style-type: none"> • Expected ramp-up timeline for bot scaling? • Preferred licensing model (enterprise vs consumption-based)? • Whether additional licenses during contract tenure will be procured separately or included in bidder scope? 	No change. Please adhere to RFP.
134	Onsite Resource Scope & Commercial model	The RFP mandates dedicated onsite L1 and L2 resources. Kindly clarify: <ul style="list-style-type: none"> • Whether these resources are included in fixed cost or billed separately? • Expected skillset and experience 	Please refer RFP, Annexure - 2, Scope of Work, Point No."6 Onsite Resource/Support. And adhere to RFP".

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		<p>levels for L1 vs L2 roles?</p> <ul style="list-style-type: none"> Flexibility in onsite vs offshore model over time? 	
135	Dashboard & AI Insights – Scope Clarification	<p>The RFP requires comprehensive dashboards including AI insights and business KPIs. Can the Bank clarify:</p> <ul style="list-style-type: none"> Whether AI-driven insights are mandatory from Day 1 or can be implemented in a phased manner? 	<p>The comprehensive RPA dashboard is expected to provide visibility into both bot performance and process execution. At a minimum, it should include, but not limited to, KPIs such as bot utilization, availability, success/failure rates, exception handling, queue status, and process throughput. Additional metrics should cover average handling time (AHT), SLA adherence, resource consumption, and trend analysis. The final set of KPIs and metrics will be jointly confirmed by the Bank and the successful bidder during the implementation phase, ensuring alignment with industry best practices and the Bank's operational requirements.</p>
136		<p>The orchestrator is expected to handle 20 bots initially and scale to 100 bots. Can the Bank confirm:</p> <ul style="list-style-type: none"> Expected timeline for scaling to 100 bots? Whether infra sizing should consider peak or average load? 	<p>The solution architecture will be designed to support a minimum of 20 robot connections from day 1, with scalability to accommodate up to 100 connections as additional use cases are implemented.</p>
137		<p>The bidder is expected to create PDDs and SOPs. Can the Bank clarify:</p> <ul style="list-style-type: none"> Availability of existing process documentation? Extent of SME support for process discovery and validation? 	<p>Bidders are expected to leverage their prior experience in implementing similar projects to deploy adequate SME for process discovery and validation which is part of Scope of work.</p>
138	(Strict PSB/BFSI experience + 30+ use cases)	<p>The evaluation criteria emphasize prior experience in PSBs/BFSI with a high number of use cases. Can the Bank consider:</p> <ul style="list-style-type: none"> Experience in large enterprises (BFSI) but International financial institutions with similar complexity as equivalent? 	<p>No change. Please adhere to RFP.</p>
139	Commercial Inclusion of Agentic AI	<p>Should the commercial bid include full licensing and infrastructure cost for Agentic AI capabilities (including GPU requirements), or can it be proposed as an optional/add-on component?</p>	<p>Hardware infrastructure will be provided by the Bank.</p>

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140	Eligibility – Experience in Banks	Request confirmation if implementation through Bidder / OEM can be considered for this eligibility criteria. Additionally request confirmation if implementation of automation / Agentic related use cases (Non-RPA) at scheduled commercial bank can be considered for this eligibility criteria.	No change. Please adhere to RFP.
141	Evaluation Model	Please confirm whether the 80:20 Techno-Commercial evaluation methodology shall be strictly applied, and whether any minimum cut-off score is applicable in commercial evaluation.	No change. Please adhere to RFP.
142	Technical Evaluation – Experience Scoring	For technical scoring based on number of use cases delivered, do high-complexity use cases involving OCR/AI/Agentic AI carry additional weightage? Please clarify evaluation methodology.	Please refer Annexure - 21, "B-Technical and Functional Specifications", where Marks assigned are given.
143	Hardware Sizing	Since Bank will provide OS, DB, virtualization, and core infrastructure, should bidders include third-party middleware, AI model runtime, or OCR engines in the Bill of Material and TCO?	Please refer RFP Page No.33, Para No."9 Hardware Sizing"
144	Hardware & Software Responsibility	Please confirm whether all dependent enterprise software/tools required for the RPA solution (excluding OS and DB) must be licensed and supplied by the bidder as part of TCO.	Please refer RFP Page No.33, Para No."9 Hardware Sizing"
145	Use Case Complexity Classification	Kindly clarify whether the complexity classification matrix applies uniformly to all use cases or only for commercial billing and milestone planning purposes.	It applies uniformly for all use cases.
146	Agentic AI Capability	RFP specifies that Agentic AI capability must be included in license cost, while GPU-based infrastructure may be planned later. Please confirm that GPU hardware/infrastructure costs are currently outside the bidder's scope. Additionally, if GPU Hardware cost need to be included we request confirmation of the minimum technical specifications to be adhered to for the supply and delivery of GPU-accelerated	Hardware infrastructure will be provided by the Bank.

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		servers, to ensure that bidder confirmations of delivery and associated cost submissions are standardized and comparable across all bidders.	
147	AI Risk & Compliance	Are bidders required to submit separate AI governance, explainability, and bias-mitigation documentation as part of the technical bid, or will these be evaluated during implementation stage.	No change. Please adhere to RFP.
148	Project Timelines	Please confirm whether timelines specified for low/medium/high complexity use cases are indicative or contractually binding SLAs.	It is contractually binding.
149	Onsite Resources	The RFP specifies 2 L1 and 1 L2 onsite resources. Should these resources be quoted for the entire 3-year contract period, or only post successful Go-Live. Please confirm the availability expectation for both L1 and L2 resources, is it 24*7 support window requirement or 8*6 or otherwise.	Please refer Annexure - 2, Scope of Work, Point - 6 "Onsite Resource / Support"
150	Onsite Resource Billing	Please confirm whether onsite support charges will commence only after overall project sign-off, or after individual use-case deployment sign-off.	Please refer amendment.
151	Penalties & Liquidated Damages	Multiple penalties are specified across delivery, uptime, SLA, use-case failures, and onsite resources. Please confirm whether the overall penalty cap shall remain limited to a certain % of Total Cost of Ownership.	No change. Please adhere to RFP.
152	Payment Terms – Licensing	License payments are mentioned as quarterly in arrears after Go-Live. Requesting the bank to consider annual subscription based payment at the start of the cycle, as RPA licenses are not usually structured as per consumption	No change. Please adhere to RFP.
153	Payment Terms – Use Case Deployment	Is there a defined maximum number of use cases planned per quarter/year for billing purposes, or will billing be strictly based on actual deployments approved by the Bank? Requesting to consider payment against use case deployment on a	No change. Please adhere to RFP.

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		milestone basis (e.g. Requirement Gathering, Design, UAT, Go-Live, etc.) rather than 2 weeks after successful go-live of the use case	
154	Scope Extension	RFP mentions extendibility to RRBs and subsidiaries. Please confirm whether the same discovered prices, SLAs, and commercial terms shall apply for such extensions.	Yes.
155	Sub-Contracting	Please clarify whether limited subcontracting for specialized components (e.g., AI/OCR modules) is permitted with prior written approval from the Bank.	No change. Please adhere to RFP.
156	Performance Security	Please confirm acceptable instruments for Performance Security and whether Insurance Surety Bonds are permitted as per prevailing GOI guidelines.	No change. Please adhere to RFP.
157	Commercial Negotiation	Bank reserves the right to negotiate commercial prices. Kindly confirm whether negotiation will be limited to the H1 bidder after final techno-commercial evaluation. Will there be involvement of Reverse auction in the commercial bid submission process or the TCO submitted as part of RFP response is to be considered as the final input from the bidder	Please refer amendment for negotiation. No Reverse Auction will be done.
158	Eligibility – Certification	Requesting the bank to consider ISO certificate requirement for 2 Years from the date of release of RFP, instead of 2 Years. Would close to 3 years be considered eligible	No change. Please adhere to RFP.
159	The Bidder should have implemented and maintained the RPA tool/software in at least two Scheduled Commercial Banks (except RRB and Cooperative Banks) having at least 2000 branches, in India during last five years as on the date of submission of bid	It is requested that for wider participation, the clause may please be amended as :The Bidder/OEM should have implemented and maintained the RPA tool/software in at least two Scheduled Commercial Banks (except RRB and Cooperative Banks) having at least 2000 branches, in India during last five years as on the date of submission of bid	No change. Please adhere to RFP.
160	General Query	RFP is silent about Consortium participation. Please allow consortium participation.	No change. Please adhere to RFP.

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161	Eligibility Criteria - Average Annual Turnover	The current RFP requires an average annual turnover of ₹80 Crore for MSEs. Many highly specialized and competent RPA service providers are Small/Micro Enterprises whose turnovers are significantly lower than this threshold. To encourage participation from specialized MSME service providers, can the Bank consider the turnover of the Original Equipment Manufacturer (OEM) as compliance for the financial eligibility criteria when an authorized partner is bidding? Alternatively, we request the Bank to further relax the turnover requirement for registered MSE bidders to allow for wider participation from niche technology providers.	Please refer amendment.
162	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	Can the Bank please relax this condition to accept RPA implementation in any BFSI organisation?	No change. Please adhere to RFP.
163	Expertise in developing and deploying automation solution in PSBs (Public Sector Banks) in India	Can the Bank please relax this condition to accept RPA implementation in any BFSI organisation?	No change. Please adhere to RFP.
164	Penalties and Liquidated Damages	Kindly confirm penalties apply only for material breach, post notice and cure period.	No change. Please adhere to RFP.
165	Indemnity clause	Please restrict indemnity to direct third-party claims from proven breach, fraud or willful misconduct and subject to LoL.	No change. Please adhere to RFP.
166	Right to Audit	Please clarify audit shall be with prior notice, during business hours and limited to scope.	No change. Please adhere to RFP.
167	Number of cognitive automation components (0.3 score per component, max score 3)	Considering that Agentic AI capabilities may not be adopted in the initial phase, this parameter may consistently result in a score of zero. We request the Bank to kindly re-evaluate or clarify the applicability of this scoring criterion.	No change. Please adhere to RFP.

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168	Reliance on advanced technologies (AI, ML, NLP, third-party services)	As the Bank may not leverage advanced AI/ML/NLP capabilities from the outset, this criterion may not be applicable initially and could lead to zero scoring. We request clarification or reconsideration of this parameter.	No change. Please adhere to RFP.
169	End-to-end implementation within 18 weeks	Kindly elaborate the detailed scope expected to be completed within the 18-week timeline. We recommend that the project timeline should commence only after infrastructure readiness, including port access, URL whitelisting, and environment setup by the Bank.	Please refer RFP, Page No.40-41, Point No. "3. Project Timelines"
170	Delivery within 12 weeks	The stipulated 12-week timeline for delivery of ~10 processes, along with installation, VAPT, and CISO approvals, appears challenging. We request the Bank to consider initiating timelines post completion of VAPT clearance and CISO sign-off.	No change. Please adhere to RFP.
171	Requirement of 2 onsite L1 support resources	Providing 24x7 operational support with only 2 L1 resources may not be feasible. We recommend revising this requirement to at least 4–5 L1 resources to effectively manage operations across 3 shifts on a 24x7 basis.	Please refer RFP, Annexure - 2, Point No "6: Onsite Resource/Support."
172	Use Case Volume	Kindly confirm the total number of use cases identified for automation, along with a year-wise rollout plan over the 3-year engagement period.	A total of 25 processes are planned for automation. An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase.
173	Complexity Classification	Request the Bank to provide classification of use cases into High / Medium / Low complexity categories to enable accurate effort estimation and resource planning.	An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase. These use cases are standard banking processes, and bidders are expected to leverage their prior experience in implementing similar projects and accordingly estimate the required effort and resource.
174	ICR/OCR/IDP/ Document Classifier (pac, 5 Lakh Pages)	The RFP specifies '5 Lakh pages (pac)' for ICR/OCR/IDP. Please clarify: (For Pricing & capacity planning) (a) Is this 5 lakh pages per year or total for 3 years?	Please refer amendment.

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175	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.	Section 11 explicitly requires Agentic AI license cost included in base bid. A Agent Process Automation is available for on-premises deployment. Please confirm: For Agentic on-prem GPU infra bank will own as per OEM recommendation.	Please adhere to RFP Hardware infrastructure will be provided by Bank.
176	AI/ML/Agentic-AI / AI Agent License cost and Document understanding license cost (Unit Cost)	Table-D TCO includes Table-A + B + C. The RFP mentions Agentic AI as a separate line item (Table-A, item D). Please clarify: is item D (AI/ML/Agentic AI license) a mandatory quote or optional? Can it be priced at Rs.0 if bundled with core platform?	No change. Please adhere to RFP.
177	Discovery Timeline (Sec.13)	The initial 10 processes must go live within 12 weeks from PO. Annexure-28 lists 22 indicative use cases. Please confirm: (a) are the 10 first processes chosen from Annexure-28 or mutually agreed? (b) Can bidder propose a prioritised order based on technical complexity and IDP requirements?	An indicative list of use cases has been provided in Annexure-28. The final set of use cases (including the 10 use cases to be implemented in phase-1) will be confirmed jointly by the Bank and the successful bidder during the process discovery phase.
178	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. 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.	A Process Discovery (Task Mining) requires desktop agents on user machines. Please confirm: (a) Bank will provide necessary access/approvals for agent deployment on user desktops;(b)Secure Private cloud base deployment acceptable by Bank (c) Is Process Discovery included in base scoring for Section B.7 (10 marks)?	a) Bank will provide necessary access in compliance to Information Security and IT Policy of the Bank. b) Only on premises solution are allowed. c) Please adhere to RFP
179	The solution should support digital signing of documents / reports etc.	Are you expecting platform to integrate with bank's existing digital signing tools ex. Adobe PDF reader etc.	Yes.

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180	For mentioned 22 use cases	Provide team size, volume & frequency of executions (weekly/Daily/Monthly) for the Use cases.	A total of 25 processes are planned for automation. An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase. These use cases are standard banking processes, and bidders are expected to leverage their prior experience in sizing similar implementations, based on the number of processes, their frequency, and average handling time (AHT).
181	Enterprise License for Robotic Process Automation Solution	We request the Bank to kindly consider yearly payment of license fees instead of quarterly payment in arrears, payable annually in advance after delivery of licenses and submission of invoice. (Software/OEM licenses are generally procured and billed on an annual subscription basis. Yearly payment upon delivery of licenses will help align with OEM licensing models and contract management.)	Please refer amendment.
182	Technical and Functional Requirements	Referring to the evaluation criteria, it is observed that marks have been allocated for implementation experience in domains other than BFSI. Considering the criticality, regulatory requirements, and domain-specific complexities of banking operations, we request that the criteria for 'other than BFSI' experience be removed. Evaluation may kindly be restricted only to BFSI and Banking domain experience to ensure selection of bidders with strong, relevant, and proven capabilities in the banking sector.	No change. Please adhere to RFP.

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183	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.	Our liability policies covers Errors/Omission/dishonesty. Not Commission. Need more clarity on it. Our Cyber policy does not cover property and theft	No change. Please adhere to RFP.
184	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	Request Bank to consider RPA implementation in scheduled commercial banks with 500+ branches instead of 2000 branches	No change. Please adhere to RFP.
185	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).	Request Bank to consider RPA license payment as 100% advance annually	Please refer amendment.
186	Expertise in developing and deploying automation solution in PSBs (Public Sector Banks) in India	Request Bank to consider scheduled commercial banks instead of Public Sector Banks as per the qualification criteria to avoid any confusions and maintain uniformity	No change. Please adhere to RFP.
187	Indicative List of Use Cases	Request Bank to share us the overall number of use cases identified as on date to propose the implementation team accordingly	A total of 25 processes are planned for automation. An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process
188	Eligibility Criteria	Request Bank to consider at least 3 implementation references in BFSI	No change. Please adhere to RFP.

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189	Based on the complexity following timeline will be provided for each use case-	The given timeline for each complexity is for development or overall timeline??	Overall Timeline.
190	Scope of Work. B.(Annexure-2)	Needs clarification on the expectation mentioned in the clause B. Do we need to confirm Control room capacity to connect with 20 to 100 runners.?	The solution architecture will be designed to support a minimum of 20 robot connections from day 1, with scalability to accommodate up to 100 connections as additional use cases are implemented.
191	Scope of Work. P.	How many use cases bank have identified for RPA/IPA automation? Required the detailed of the processes to do the effort estimation.	An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase. These use cases are standard banking processes, and bidders are expected to leverage their prior experience in sizing similar implementations to estimate the required effort.
192	Scope of Work. P.	What is the expected license count of given items in production environment?	Please refer amendment.
193	Scope of Work. P.	What is the expected license count of given items in UAT environment?	Please refer amendment.
194	Scope of Work. Q.	Is this a requirement of external dashboard and/or OEM RPA tool in-built dashboard capability? If external, request you to provide the preferred tool.	Solution should include a comprehensive dashboard.
195	Scope of Work. R.	Is this a requirement of onsite presence of OEM staff? Can we raise a deviation for offsite presence?	The bidder must ensure the presence of OEM Professionals during the implementation phase on-site.
196	Scope of Work. Compliances. B.	What will be the agentic and IDP data extraction model cloud/on-prem?	On Premise.
197	Scope of Work. Compliances. B.	Which LLM service provider Bank intend to integrate with?	Bidders are expected to provision the LLM/SLM. Deployment, maintenance and management of the models will be done by bidder. Hardware infrastructure will be provided by Bank.
198	Operational Support:	Provide support for all system and associated components of the RPA Solution. Is the support personnel expected to handle activities beyond the RPA scope, such as managing or supporting the underlying infrastructure/environment?	No change. Please adhere to RFP.
199	Operational Support:	Can support coverage during the 8 AM – 8 PM window be fulfilled through a shift-based approach? Additionally, if OEM support is	No change. Please adhere to RFP.

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		required on a 24x7 basis, is 24x7 support from the bidder also expected?.	
200	Onsite Resource/Support: d.	For a 24x7 support model, a minimum of six support personnel would typically be required. Kindly confirm if the Bank is open to this staffing approach.	Solution support is required 24x7x365. The onsite resource support is to be maintained as per Annexure - 2 Scope of Work, Point No."6 Onsite Resource/Support"
201	Onsite Resource/Support: d.	The RFP specifies 1 L2 and 2 L1 resources for onsite support. Kindly confirm whether bidders are allowed to propose additional resources as part of the overall solution to effectively meet delivery and SLA requirements.	No change. Please adhere to RFP.
202	Onsite Resource/Support: d.	What is the resource loading cost?	No change. Please adhere to RFP.
203	Penalty	Please confirm that penalties will not be levied as long as all agreed SLAs are met, irrespective of the number of resources deployed at any given time.	No change. Please adhere to RFP.
204	Onsite Resource	Can bidders deploy offshore resources in addition to the onsite team?	No change. Please adhere to RFP.
205	Training	How many bank employee to be trained?	2 batches of 15 officers each. Training Location: Chennai. Period: 1 week per batch.
206	Training	The training will be technical or non-technical(bot specific functionality only)	No change. Please adhere to RFP.
207	Training	We would follow train the trainer concepts for technical training. Please confirm otherwise	Training for 2 batches of 15 officers each shall be provided.
208	Training	how many days training is expected for the employees.	2 batches of 15 officers each. Training Location: Chennai. Period: 1 week per batch.
209	Production Environment Licenses (DC and DR)	Does the Bidder need to identify the required count of licenses or Bank has identified the required count of licenses? Please clarify	Please refer amendment.
210	Hardware Sizing	What is the data volume and frequency of the processes so that we can provide the correct hardware sizing? Can Bank provide the NFR for infra sizing?	Please refer amendment.
211	Scope of Work	Per month what would the average no of processes expected to be automated by the bank. This information is required for license and resource allocation.	No change. Please adhere to RFP.
212	Solution	Is the Bank Using any existing RPA solution?	No

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213		Kindly confirm that the bidder will not be held responsible for delays attributable to bank and third-party vendors, and that the applicable timelines will be kept on hold for such dependencies.	No change. Please adhere to RFP.
214		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	Please refer amendment.
215	Licenses	The RFP specifies production licenses for Copilot, IDP, and Agentic components. Kindly clarify how development and testing activities are expected to be carried out in Dev and UAT environments without corresponding licenses.	No change. Please adhere to RFP.
216	Scope of Work. E	The RFP specifies "The L1 onsite resource should support the L2 resource in requirement gathering, designing, enhancing, developing, and testing." Kindly clarify as L1 will primarily function as helpdesk support and will be non-technical.	Please adhere to RFP, Annexure - 2, Point No. "6 Onsite Support", Sub-point d.
217	Scope & Functional	Please confirm the number and type of processes identified for automation in Phase 1	An indicative list of use cases has been provided in Annexure-28. The final set of use cases (including the 10 use cases to be implemented in phase-1) will be confirmed jointly by the Bank and the successful bidder during the process discovery phase.
218	Scope & Functional	Will the Bank provide Process Definition Documents (PDDs) or should bidder prepare both PDD and SDD?	Both are to be prepared by Bidder.
219	Scope & Functional	What is the expected number of automations per year during contract period?	A total of 25 processes are planned for automation. An indicative list of use cases has been provided in Annexure-28. The final set of use cases will be confirmed jointly by the Bank and the successful bidder during the process discovery phase.
220	Scope & Functional	Are there priority business functions to be automated first (e.g. trade finance, retail, treasury)?	The sequencing of use case implementation shall be determined solely at the discretion of the Bank.
221	Scope & Functional	Is end-to-end automation including API integration expected or only UI-based automation?	No change. Please adhere to RFP.

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222	Architecture & Infra	Please confirm infrastructure details at DC & DR (OS, DB virtualization)	Please refer RFP Page No.33, Para No. "9 Hardware Sizing" to know the available environment.
223	Architecture & Infra	Will Bank provide servers storage and DB licenses or bidder should include in scope?	Please refer RFP Page No.33, Para No. "9 Hardware Sizing" to know the available environment.
224	Architecture & Infra	Clarify network segregation requirements for bots (VLAN/security zones)	Details will be shared with successful Bidder
225	Architecture & Infra	For n+1 bot setup do standby bots require full licenses or shared pooling acceptable?	No change. Please adhere to RFP.
226	Architecture & Infra	Is containerized/Kubernetes deployment allowed?	Yes.
227	HA & DR	Please confirm RPO and RTO expectations	RTO and RPO is as per Bank's policy. Details will be shared with the successful bidder.
228	HA & DR	Should DC-DR failover be manual or automated?	No change. Please adhere to RFP.
229	HA & DR	Minimum nodes required for orchestrator HA within DC?	Bidders are expected to leverage their prior experience in implementing similar projects.
230	HA & DR	Will DB replication be managed by Bank or bidder?	Backup infrastructure and management will be under the Bank's ownership. However, the successful bidder will be responsible for providing details of backup data as well as carrying out verification and validation.
231	HA & DR	Is zero data loss mandatory or acceptable lag allowed?	No change. Please adhere to RFP.
232	Licensing & Scalability	Should licenses be named concurrent or enterprise-wide?	Enterprise License
233	Licensing & Scalability	Are bot licenses environment-specific (Prod/UAT) or reusable?	No change. Please adhere to RFP.
234	Licensing & Scalability	Should Agentic AI platform be consumption-based or fixed license?	Fixed license.
235	Licensing & Scalability	Is OCR/IDP volume of 5 lakh pages annual or one-time?	No change. Please adhere to RFP.
236	Licensing & Scalability	Please specify number of Human-in-loop and workflow users	Please refer amendment.
237	AI Scope	Please define expected use cases for Agentic AI platform	Bidders are expected to leverage their prior experience in sizing similar implementations
238	AI Scope	Is integration with LLMs required (on-prem/private cloud)?	On Premise

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239	AI Scope	Any data residency or AI hosting restrictions?	The RPA solution must comply with applicable data residency, classification, and PII handling requirements under GDPR and the DPDP Act. This includes ensuring that sensitive and personal data is processed and stored in accordance with regulatory mandates, applying appropriate classification levels, and enforcing secure handling protocols. The successful bidder is expected to align the solution design with OEM guidance and industry best practices, with final compliance requirements validated during implementation.
240	AI Scope	Are pre-trained AI models acceptable or only custom models required?	Details will be shared with successful bidder.
241	Security & Compliance	Please confirm regulatory compliance requirements (RBI CERT-In ISO)	The RPA solution must adhere to applicable RBI guidelines and regulatory frameworks, including the RBI's IT Governance, Risk Management, and Outsourcing circulars, as well as requirements under the Free AI framework, DPDP Act, and IT GRC standards. Compliance with information security, data privacy, and risk management protocols is mandatory, and bidders are expected to align their solution design and operations accordingly.
242	Security & Compliance	Is RBAC and maker-checker mandatory?	Yes.
243	Security & Compliance	Clarify encryption requirements and credential vault integration	No change. Please adhere to RFP.
244	Security & Compliance	Is AD/LDAP/SIEM integration mandatory?	Yes.
245	Security & Compliance	What is VAPT frequency and SLA for fixes?	The Bank carries out Vulnerability Assessments (VA) on a half-yearly basis and Penetration Testing (PT) on a quarterly basis. Additional scans may be conducted as required, based on emerging threats or system changes. The SLA for fixes is defined in RFP.
246	Implementation & Support	Can this be relaxed beyond 12 weeks? Because the timeline set seems to be too short to deliver.	No change. Please adhere to RFP.
247	Implementation & Support	Number of onsite resources required for implementation and BAU?	No change. Please adhere to RFP.
248	Implementation & Support	Should support include L1 L2 L3 or only L2/L3?	No change. Please adhere to RFP.
249	Implementation & Support	Is 24x7 support required for all environments or only production?	No change. Please adhere to RFP.

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250	Implementation & Support	Please clarify SLA penalties for downtime/breach	Please refer RFP Page No. 45 - 46, Para No. "8 Service Level Agreement (SLA)" and Page No. 48-53, Para No."11 Penalties & Liquidated Damages".
251	Testing & Performance	Define expected load testing benchmarks	Details will be shared with successful bidder.
252	Testing & Performance	Will Bank provide test data or should bidder generate synthetic data?	Details will be shared with successful bidder.
253	Testing & Performance	Please define UAT acceptance criteria	Details will be shared with successful bidder.
254	Dashboard & Reporting	Should dashboards be tool-based or custom-developed?	Solution should include a comprehensive dashboard.
255	Dashboard & Reporting	Is integration with Power BI/Tableau required?	Details will be shared with successful bidder.
256	Dashboard & Reporting	Frequency of MIS and compliance reporting?	No change. Please adhere to RFP.
257	Commercial	Clarify payment milestones (license vs implementation vs AMC)	No change. Please adhere to RFP.
258	Commercial	Is price variation allowed for additional licenses/processes?	No change. Please adhere to RFP.
259	Commercial	Clarify pro-rata billing mechanism	No change. Please adhere to RFP.
260	Payment Terms	Could the Bank consider a deviation from the quarterly payment terms, given that OEM payments are required on an annual basis?	Please refer amendment.
261	Payment Terms	Request Bank to consider development team commercials as a separate line item to ensure availability of development resources as per Bank's expectation instead of one time implementation cost	No change. Please adhere to RFP.
262	OEM & Governance	Requesting bank to clarify role split between OEM and bidder very clearly.	No change. Please adhere to RFP.
263	OEM & Governance	Are OEM certifications mandatory for team?	No change. Please adhere to RFP.
264	OEM & Governance	Can OEM support duration exceed 6 months if needed?	No change. Please adhere to RFP.
265	Process Discovery	Is process/task mining expected as part of scope?	No change. Please adhere to RFP.
266	Process Discovery	Who owns automation IP/scripts developed?	Bank will own the scripts.

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267	8. Service Level Agreement (SLA)	<p>The EULA will be part agreement between Bank and OEM</p> <p><u>Request the Bank to add the following EULA clause as OEM services are involved: -</u></p> <p>Third Party Policy [TPP]/ End User License Agreement [EULA]</p> <p>1. TPP/ EULA shall mean the policy/ terms of use of any third party who may be a vendor, supplier or service provider providing software, products or technology used in the Services;</p> <p>2. The Client understands that the Service Provider may procure some portion or the entire Services from third party/ies, therefore, Client shall be bound by the TPP/ EULA and Client expressly and unconditionally agrees to the same;</p> <p>3. Client shall utilize the Services in accordance with the TPP/ EULA. The existing TPP/ EULA as applicable to the end customer will be provided in the relevant SOW and the terms of which may be updated from time to time by the respected third party on their website.</p> <p><u>Delivery Team to review and provide their inputs.</u></p> <p>Kindly ensure that the penalties are in line with the internal thresholds and to seek approvals if necessary. In addition, to ensure that the total aggregate penalty under the Agreement shall not exceed 5% of total contract value.</p>	No change. Please adhere to RFP.
268	11. Penalties & Liquidated damages	<p><u>Request Bank to consider the following modifications:-</u></p> <p>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</p>	No change. Please adhere to RFP.

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		<p>which the Bank reserves its right to withhold the payment, impose penalty and invoke the Bank Guarantee/ nullify the contract.</p> <p>viii.Others (third bullet point)- If any act or failure material breach, gross negligence, or willful misconduct by the selected bidder under the agreement results in failure or inoperability of systems directly and solely results in a demonstrable and attributable 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 reasonable and mutually agreed liquidated damages, which may be equal to the cost it incurs or the loss it suffers for such failures limited to the actual, direct, and documented costs incurred by the Bank, subject to a mutually agreed cap and after providing the bidder a reasonable opportunity to cure the issue within a defined time period.</p> <p>Further, no penalty shall be applicable for failures arising due to factors beyond the bidder's reasonable control, including but not limited to third-party dependencies, Bank systems, force majeure events, or actions/omissions not attributable to the bidder.</p>	
269	12. Payment terms	<p>Bank to consider the following changes proposed below: Except as otherwise provided above or in a Statement of Work, the Service Provider shall raise invoice to the Bank due under this Agreement on a monthly basis.</p> <p>The Bank shall make payment of undisputed amount under the invoice within thirty (30) days from the date of invoice. The discrepancies in the invoices, if any may be raised by the Bank in good faith within seven (7) days. The</p>	No change. Please adhere to RFP.

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		<p>invoice shall be deemed to be undisputed if the discrepancies are not raised within seven (7) days. For disputed invoice, the Parties shall mutually discuss the dispute in good faith and settle the disputes amicably. Further, once the discrepancies are cleared, the Bank shall be liable to pay the amount to the Service Provider within seven (7) days of clearance.</p> <p>Notwithstanding any other provision of this Agreement, if the Bank fails to pay any invoice in full by the due date, the Service Provider may, in its sole discretion, suspend all or any part of the Services to the Bank upon thirty (30) days written notice until payment is received. The Service Provider also reserves the right to charge interest of 12% per annum, on such outstanding Service fee from the due date of payment of original invoiced Service fee until the entire Service fee (including interest, if any) is paid by the Bank to the Service Provider. The rights and remedies set forth herein are in addition to any other rights or remedies the Service Provider may have against the Bank in connection with any non-payment.</p> <p>Purchase Order Issuance.</p> <p>(a) The Bank shall issue the applicable Purchase Order (“PO”) for the Services prior to the commencement of the Services or the Effective Date, whichever is earlier. Notwithstanding the foregoing, where issuance of the PO prior to commencement is not feasible, the Bank shall issue the PO no later than 30 days from the commencement date of the Services.</p> <p>(b) In the event the Bank fails to issue the PO within the aforesaid period, the PO shall be deemed issued as of the date on which the Bank first avails, receives, or</p>	
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		<p>otherwise benefits from the Services. The Bank's acceptance or use of the Services shall constitute sufficient authorization for the Service Provider to raise invoices.</p> <p>(c) Any delay in the issuance of the PO by the Bank shall not be considered a delay or default by the Service Provider.</p> <p>(d) The Bank shall not withhold, dispute, or delay payment of any invoice on the grounds that a PO was not issued or was issued late.</p>	
270	<p>17. Defect Liability</p> <p>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.</p>	<p>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.</p>	No change. Please adhere to RFP.
271	<p>18. Subcontracting</p> <ul style="list-style-type: none"> 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. 	<p>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.</p> <p>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, however, the Vendor/Service Provider shall have the right to engage subcontractors for specialized or ancillary services upon prior written notice to the Bank.</p>	No change. Please adhere to RFP.

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272	19. Right to Audit	<p><u>Request Bank to add the following modifications:-</u> Further, the PURCHASER/Bank shall conduct any audit only upon providing a prior written notice of not less than fifteen (15) days to the VENDOR.</p>	No change. Please adhere to RFP.
273	<p>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.</p>	<p>Our liability policies covers Errors/Omission/dishonesty. Not Commission. Need more clarity on it. Our Cyber policy does not cover property and theft.</p>	No change. Please adhere to RFP.
274	<p>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.</p>	<p><u>Request Bank to consider the following modifications:-</u> 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. Mumbai Compliance with labour and tax laws, etc. will be the sole responsibility of the supplier/ service provider at their cost.</p>	No change. Please adhere to RFP.

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275	<p>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:</p> <p>a. IP Infringement indemnity</p> <p>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.</p>	<p><u>Request Bank to consider the following clause as proposed below:</u></p> <p><i>In no event shall either Party or any of their officers, directors, employees, agents, or subcontractors be held liable to the other party for any loss of data, loss of use, interruption of business or any indirect, special, incidental, punitive or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including Negligence), strict product liability or otherwise, even if such party has been advised of the possibility of such damages;</i></p> <p><i>Notwithstanding anything contained herein, in no event shall either Party's total aggregate liability (whether in contract or in tort or under any other form of liability), howsoever arising or caused, under or in connection with this agreement, regardless of the form of the action or the theory of recovery, exceed the total fees paid by the Bank in the preceding twelve (12) months under the relevant statement of work/ purchase order under which the claim arise; Notwithstanding anything to the contrary, the aforesaid maximum liability shall not include the amount of fees paid or payable by the Bank for the services provided by the third party (i.e., Original Equipment Manufacturer) and/or the cloud consumption billing. The Bank agrees that such liability shall be imposed only after the Service Provider shall be given an opportunity for representation in the said matter.</i></p>	No change. Please adhere to RFP.
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276	<p>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.</p>	<p>Request Bank to consider the following modifications:- With regard to confidentiality obligations, the receiving party should indemnify and keep indemnified, saved, defended, harmless against any direct loss, damage, costs etc. finally adjudicated by a competent court of law, arising solely and directly from a proven breach 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 attributable solely to the acts or omissions of the receiving party, its employees or authorized representatives. 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 of intellectual property rights, 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 only against direct losses, damages and expenses finally adjudicated by a competent court or agreed through settlement, provided that such claim is solely attributable to the Service Provider. The above indemnity shall not apply to the extent the alleged infringement arises from: (a) use of the goods, services or software in a manner not contemplated under this Contract or contrary to Supplier's written instructions; (b) modification of the goods, services or software by the Bank or any third party not authorised by the Supplier; (c) combination of the Supplier's</p>	No change. Please adhere to RFP.
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		<p>deliverables with any third-party products, platforms or systems not supplied or approved by the Supplier; (d) compliance with designs, specifications, tools, or instructions provided by the Bank or any third party engaged by the Bank; or (e) use of Bank-owned or third-party licensed software, test data, environments, or OEM tools provided by the Bank. The indemnity obligations under this agreement shall survive termination or expiry of the Contract for a period of two (2) years only. The indemnity obligations under this clause shall be limited to direct damages and shall be subject to overall liability caps as agreed under the Agreement.</p>	
277	<p>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. Bank will give notice to the bidder of such claims, if it is made, without delay by fax/e-mail/registered post.</p>	<p><u>Bank to consider the following changes proposed below:</u></p> <p>The Supplier shall indemnify the Bank against all <i>direct</i> 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 <i>supplied by the Supplier under this Contract</i>. 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, <i>subject to the indemnification procedure set out herein</i>. If the bidder fails to comply <i>with its obligations under this clause</i> 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 <i>reasonable</i> expenses, court costs and lawyer fees <i>to the extent finally awarded by a court of competent jurisdiction or agreed under a settlement approved by the bidder</i>. Bank will give notice to</p>	No change. Please adhere to RFP.

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		<p>the bidder of such claims, if it is made, without delay by fax/e-mail/registered post. <i>This indemnity shall not apply to the extent such infringement arises from:</i> <i>(a) use of the Goods, software or hardware in a manner not contemplated under this Contract or contrary to Supplier’s written instructions;</i> <i>(b) modification or alteration by the Bank or any third party not authorised by the Supplier;</i> <i>(c) combination of the Goods or software with any products, systems or software not supplied or approved by the Supplier; or</i> <i>(d) compliance with specifications, designs, tools, software or instructions provided by the Bank or any third party engaged by the Bank.</i> <i>The indemnity obligations under this agreement shall survive termination or expiry of the Contract for a period of two (2) years only.</i></p>	
278	30. Intellectual Property Rights (IPR)	<p><u>Bank to consider the following changes proposed below:</u></p> <p>While the successful bidder/ OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant sufficienta <i>perpetual, irrevocable, royalty-free, non-transferable</i> License to the bank for the bank’s <i>internal and</i> exclusive use without limitation on the use of those licenses. <i>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. For avoidance of doubt, no escrow of</i></p>	No change. Please adhere to RFP.

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		<p><i>the bidder's or OEM's proprietary source code is required under this Contract.</i></p> <p>Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information <i>except as expressly provided under this Contract.</i></p> <p>Bidder warrants that the inputs provided and/or deliverables supplied by them <i>under this Contract</i> 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.</p> <p>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 <i>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 the fees paid for the affected deliverables on a pro-rata basis under the fixed-price contract.</i> However, Bank shall not</p>	
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		<p>bear any kind of expense, charge, fees or any kind of costs in this regard <i>except where such costs arise due to Bank-provided specifications, third-party software, tools, environments or instructions. 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.</i></p> <p>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 <i>stated in this clause reflects the entire liability of the parties for the matters addressed thereby shall survive termination or expiry of the Contract for a period of two (2) years only and shall be subject to the overall limitation of liability under the Contract.</i></p> <p>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.</p> <p>Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers</p>	
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		<p>the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights;</p> <p>Service Provider agrees that, upon the creation of any Deliverables and payment of fees as provided under the Statement of Work Bank owns the Deliverables. Service Provider assigns to Bank all existing and future Intellectual Property Rights subsisting in and to any Deliverables (excluding any pre-existing Intellectual Property Rights of Service Provider);</p> <p>To the extent that any pre-existing Intellectual Property Rights of Service Provider is incorporated into the Deliverables, Service Provider grants to the Bank a, limited period, non-transferable, non-licensable, royalty-free, non-exclusive license to use such pre-existing Intellectual Property Rights as part of the Deliverables for Bank solely to the extent necessary for Bank to use the Services or Deliverable during the term of the relevant SOW, provided that no portion of Service Provider's Intellectual Property Rights will be unbundled or separated or used as standalone product or deployment tool;</p> <p>Bank grants to Service Provider for the term of this Agreement, a revocable, non-transferable, non-exclusive and royalty-free licence to use Bank's pre-existing Intellectual Property Rights as may be necessary (and only to the extent necessary) to perform the Services and other obligations of Service Provider required by this Agreement;</p>	
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		<p>The Service Provider shall not incorporate any third-party software or other third-party materials into any Deliverable, without obtaining Bank's prior written approval. Upon Service Provider's receipt of Bank's approval, Service Provider will use reasonable efforts to assist Bank to obtain the right for Bank solely in connection with Bank's use of the Deliverable and to use such third-party materials on commercially reasonable terms and conditions, subject to any further specific limitations and terms set forth in the applicable Statement of Work.</p>	
279	<p>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</p>	<p><u>Bank to delete the clause in its entirety and consider the following clause:</u></p> <p><i>Any disputes or differences between the Parties relating to any matter arising out of or in connection with this Agreement shall be amicably resolved between the Parties within 30 days from the date of dispute arose, failing which the same shall be settled in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time), by a sole arbitrator to be mutually appointed by both the Parties. Arbitration proceedings shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the Parties shall be English. Neither Party shall be liable to perform its obligations under this Agreement or a SOW executed under this Agreement till the disputes arising between the Parties in connection with this Agreement are settled.</i></p>	No change. Please adhere to RFP.

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<p>mechanism to be applied shall be as follows:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>d) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitral</p>		
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	<p>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.</p> <p>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).</p> <p>f) Notwithstanding any reference to arbitration herein,</p> <p>a. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and</p> <p>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.</p>		
280	35. Exit Clause	<p><u>Bank to consider the following changes proposed below:</u> 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 for a period of three months from the date of such expiry/ termination notice at the agreed cost and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.</p>	No change. Please adhere to RFP.



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281	36. Termination for Default	<p><u>Bank to consider the following changes proposed below:</u></p> <p>The Bank, without prejudice to any other remedy for breach of contract, by Ninety (90) days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>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;</p> <p>b.If in half yearly review Bank finds sales performance of Service Provider unsatisfactory, Bank shall give the Service Provider a cure period of 30 days or such other mutually decided time period to make the outcome good.</p> <p>c.If in half yearly review Bank finds Cost-Benefit analysis unfavorable for Bank, Bank shall give the Service Provider a cure period of 30 days or such other mutually decided time period to make the outcome good.</p> <p>d.if the successful bidder fails to perform any other obligation(s) under the Contract.</p> <p>c.If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>d.In case of successful Bidders revoking or cancelling their Bid or materially varying any of the terms in regard thereof without the consent of the Bank in writing. For the purpose of this clause: "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank and includes collusive practice among Bidders</p>	No change. Please adhere to RFP.
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		<p>(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition. In the event the Bank terminates the Contract in whole or in part, the Bank may procure the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for reasonable and demonstrable any excess costs directly attributable to such termination paid/ to be paid by the Bank for such similar Goods or Services subject to the overall limitation of liability under the Contract. However, the Supplier shall continue performance of the Contract to the extent not terminated provided such continued performance is commercially and operationally feasible.</p> <p>Either Party may terminate the Agreement for convenience by providing sixty (60) days written notice to the other Party.</p>	
282	<p>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 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</p>	<p>Bank to consider the following changes proposed below:</p> <p>If the successful bidder either party becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder such party 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 any part of its undertaking or assets, or if the successful bidder such party takes or suffers any other analogous action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the successful bidder other party may at any time terminate the contract by giving written notice to the affected party.</p>	No change. Please adhere to RFP.

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	<p>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.</p>	<p>If the contract is terminated by the Bank either party in terms of this clause, termination will be without compensation to the successful bidder without any liability, except for payment of undisputed dues for services rendered up to the date of termination, 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 either party.</p> <p>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 either party shall be entitled to claim and recover only such amounts paid in advance that correspond to undelivered goods or unperformed services. The Service Provider shall be entitled to all payments corresponding to services rendered, work completed, and costs incurred up to the date of termination.</p>	
283	39. Termination of Services/ Contract	<p><u>Bank to consider the following changes proposed below:</u> 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 and fails to cure such breach within a period of thirty (30) days from receipt of written notice from the Bank. b. The successful bidder goes into liquidation voluntarily or otherwise. In such case, the source code, and</p>	No change. Please adhere to RFP.

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		<p>other developments in software, etc. will become proprietary of the Bank subject to payment of all undisputed dues to the Service Provider and provided such liquidation is not for the purpose of bona fide restructuring or amalgamation.</p> <p>c.An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement and materially impacts the performance of obligations under the Agreement, and is not cured within thirty (30) days of notice.</p> <p>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 provided the successful bidder has failed to cure such delay or deficiency within thirty (30) days of written notice. 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.</p> <p>e.Non satisfactory performance of the successful bidder during implementation and operation.</p> <p>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 resulting in a material adverse impact and not cured within thirty (30) days of written notice.</p> <p>g.Failure to integrate/implement the Project as per the requirements of the Bank as stated in this RFP.</p> <p>h.Material discrepancies in the Deliverables and Services noted in the implementation of the Project which are not rectified within thirty (30) days of written notice.</p> <p>Bank reserves the right to procure</p>	
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		<p>the same or similar product from the alternate sources at the risk, cost and responsibility of the bidder.</p> <p>i. Successful bidder is found to be indulged in frauds as determined by a competent court or regulatory authority.</p> <p>j. The bank suffers a reputation loss on account of any activity of successful bidder or penalty is levied by regulatory authority directly and solely attributable to the successful bidder and established by a competent authority.</p> <p>k. In the event of subcontract or assignment contrary to the terms of agreement and not regularized within thirty (30) days of written notice..</p> <p>l. In the event of termination of the project specific contract in accordance with the terms of this Agreement and subject to applicable cure periods.</p> <p>m. If in Half Yearly review, Bank finds sales performance of service provider unsatisfactory.</p> <p>n. If in Half Yearly review, Cost-Benefit Analysis is found unfavourable for Bank.</p> <p>The Service Provider shall also have the right to terminate this Agreement in the event of a material breach by the Bank, provided that the Bank fails to cure such breach within thirty (30) days of receipt of written notice from the Service Provider.</p>	
284	40. Confidentiality	<p><u>Bank to consider the following additional language in the confidentiality clause proposed below:</u></p> <p>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.</p>	No change. Please adhere to RFP.

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		<i>The confidentiality obligations under this Agreement shall survive for a period of two (2) years post termination/ expiry of this Agreement.</i>	
285	<p>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.</p>	<p><u>Bank to consider the following changes proposed below:</u></p> <p>Negligence If the successful bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given in writing by the Bank in connection with the work or contravenes the provisions of other Terms <i>fails to perform the Services with due skill, care and diligence in accordance with the terms of this Contract, or fails to comply with any reasonable and lawful written instruction issued by the Bank in connection with the Services, or materially contravenes the provisions of this Contract</i>, 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 <i>but not less than thirty (30) days, or such longer period as may be reasonably required to cure, provided the bidder has commenced corrective action within such period</i> and in default of the said notice, the Bank shall have the right to cancel the Contract <i>in accordance with the termination provisions of this Contract</i> holding the successful bidder liable for <i>direct and proven</i> the damages that the Bank may sustain in this behalf <i>to the extent attributable to the bidder's negligence</i>. Thereafter, the Bank may make good the failure at the risk and cost of the successful bidder <i>subject to prior written intimation and provided that such costs are reasonable, necessary and supported by</i></p>	No change. Please adhere to RFP.

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		documentary evidence, and further subject to the overall limitation of liability under the Contract.	
286	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.	<u>Bank to consider the following changes proposed below:</u> Amalgamation If the Bank either party 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 party under this RFP. In such case, decision of the new entity will be binding on the successful bidder party with respect to continuing of the contract or termination of the contract.	No change. Please adhere to RFP.
287	51.7 Solicitation of Employees	<u>Bank to delete the clause and consider the proposed clause below:</u> <i>During the term of this Agreement and twelve (12) months after the termination or expiry of the Agreement, neither Party shall</i>	No change. Please adhere to RFP.



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		<p><i>solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf or through any other person or entity, any employees or consultant of other Party or its affiliates.</i></p>	
288	<p>Draft Contract Agreement</p> <p>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.</p>	<p><u>Request the Bank to kindly consider the revised changes reflected under the NDA in its entirety.</u></p> <p>4. Term This agreement shall be effective from the date of the execution of this agreement and shall continue for a period of 1 year till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the written request of the disclosing party, the receiving party shall promptly without undue delay return to the extent legally permitted or destroy if incapable of return all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain for a period of one (1) year until expiry or termination of this Agreement.</p>	No change. Please adhere to RFP.

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289	8. SUB-CONTRACTING:	<p>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.</p> <p>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, however, the Vendor/Service Provider shall have the right to engage subcontractors for specialized or ancillary services upon prior written notice to the Bank.</p>	No change. Please adhere to RFP.
290	10. ORDER CANCELLATION/TERMINATION OF CONTRACT:	<p>10.1. The Parties Bank reserves its right to terminate this CONTRACT at any time without assigning any reasons, by giving a 30 days 60 days, notice.</p> <p>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, when it is solely attributable to the Service Provider and after giving cure period of atleast 30 days or such other mutually decided period, in the event of one or more of the following conditions:</p>	No change. Please adhere to RFP.
291	13. INTELLECTUAL PROPERTY RIGHTS:	<p><u>Bank to consider the following changes proposed below:</u></p> <p>While the successful bidder/ OEM shall retain the intellectual property rights for the application software, it is required that successful bidder shall grant mutual discussed and agreed licences as per the services provided sufficient License to the bank for the bank's internal and exclusive use without limitation on the use of those</p>	No change. Please adhere to RFP.

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		<p>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. For avoidance of doubt, no escrow of the bidder's or OEM's proprietary source code is required under this Contract.</p> <p>Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No License under any trademark, patent or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information except as expressly provided under this Contract.</p> <p>Bidder warrants that the inputs provided and/or deliverables supplied by them under this Contract 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</p>	
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		<p>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 the fees paid for the affected deliverables on a pro-rata basis under the fixed-price contract. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard except where such costs arise due to Bank-provided specifications, third-party software, tools, environments or instructions. 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 shall survive termination or expiry of the Contract for a period of two (2) years only and shall be</p>	
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		<p>subject to the overall limitation of liability under the Contract. 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.</p> <p>Each party will retain its pre-existing Intellectual Property Rights and nothing in this agreement assigns or transfers the pre-existing Intellectual Property Rights of one party to the other. Neither party may assert or bring any claim for ownership of any or all of the other party's pre-existing Intellectual Property Rights;</p> <p>Service Provider agrees that, upon the creation of any Deliverables and payment of fees as provided under the Statement of Work Bank owns the Deliverables. Service Provider assigns to Bank all existing and future Intellectual Property Rights subsisting in and to any Deliverables (excluding any pre-existing Intellectual Property Rights of Service Provider);</p> <p>To the extent that any pre-existing Intellectual Property Rights of Service Provider is incorporated into the Deliverables, Service Provider grants to the Bank a, limited period, non-transferable, non-licensable, royalty-free, non-exclusive license to use such pre-existing Intellectual Property Rights as part of the Deliverables for Bank solely to the extent necessary for Bank to use the Services or Deliverable during the term of the relevant SOW, provided that no portion of Service Provider's Intellectual Property Rights will be unbundled or separated or used as standalone product or</p>	
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		<p>deployment tool;</p> <p>Bank grants to Service Provider for the term of this Agreement, a revocable, non-transferable, non-exclusive and royalty-free licence to use Bank’s pre-existing Intellectual Property Rights as may be necessary (and only to the extent necessary) to perform the Services and other obligations of Service Provider required by this Agreement;</p> <p>The Service Provider shall not incorporate any third-party software or other third-party materials into any Deliverable, without obtaining Bank’s prior written approval. Upon Service Provider’s receipt of Bank’s approval, Service Provider will use reasonable efforts to assist Bank to obtain the right for Bank solely in connection with Bank’s use of the Deliverable and to use such third-party materials on commercially reasonable terms and conditions, subject to any further specific limitations and terms set forth in the applicable Statement of Work.</p>	
292	INDEMNITY	<p><u>Bank to consider the following modifications:-</u> 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 indemnify and hold harmless the Bank only against direct losses, damages and costs which may be caused to or suffered by or made or taken against the Bank finally adjudicated by a competent court of law , arising out of:</p> <p>14.1.1. The breach, default or non-performance of undertakings,</p>	No change. Please adhere to RFP.

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		<p>warranties, covenants or obligations by VENDOR/ SERVICE PROVIDER, solely to the extent directly attributable to the Service Provider and subject to applicable cure periods;</p> <p>14.1.2. Any contravention or Non-compliance with any applicable laws, regulations, rules, statutory or legal requirements by VENDOR/ SERVICE PROVIDER , solely to the extent directly attributable to the Service Provider and resulting in direct losses;</p> <p>14.1.3. Fines, penalties, or punitive damages levied on Bank resulting from supervisory actions due to material breach, default or non-performance of undertakings, warranties, covenants, or obligations by the Vendor/Service Provider, provided such fines or penalties are finally adjudicated and directly attributable to the Service Provider.</p> <p>14.2. VENDOR/ SERVICE PROVIDER shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings indemnify the Bank only against direct losses and damages finally adjudicated by a competent court or agreed through settlement , resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of Solution supplied by them , provided that such claims are solely attributable to the Service Provider and do not arise due to (i) modifications by the Bank or third parties, (ii) combination with non-Service Provider products/services, or (iii) use not in accordance with the Agreement.</p>	
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		<p>14.2.1. All indemnities shall survive notwithstanding expiry or termination of the contract and bidder shall continue to be liable under the indemnities for a period of two (2) years from the date of expiry or termination of the Agreement.</p> <p>14.2.2. The limits specified in above clauses shall not apply shall 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 and in all such cases, liability shall be limited to direct damages actually awarded by a competent court of law.</p> <p>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.</p> <p>14.3. VENDOR/ SERVICE PROVIDER's aggregate liability shall be subject to an overall limit of the total Cost of</p>	
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		<p>the project as per the liability clause mentioned above and shall exclude any indirect, consequential or incidental damages, and indemnity obligations shall also be excluded from such aggregate liability.</p> <p><i>The above indemnity shall not apply to the extent the alleged infringement arises from:</i></p> <p><i>(a) use of the goods, services or software in a manner not contemplated under this Contract or contrary to Supplier's written instructions;</i></p> <p><i>(b) modification of the goods, services or software by the Bank or any third party not authorised by the Supplier;</i></p> <p><i>(c) combination of the Supplier's deliverables with any third-party products, platforms or systems not supplied or approved by the Supplier;</i></p> <p><i>(d) compliance with designs, specifications, tools, or instructions provided by the Bank or any third party engaged by the Bank; or</i></p> <p><i>(e) use of Bank-owned or third-party licensed software, test data, environments, or OEM tools provided by the Bank.</i></p>	
293	15. RIGHT TO AUDIT:	<p><u>Request Bank to add the following modifications:-</u> <i>Further, the PURCHASER/Bank shall conduct any audit only upon providing a prior written notice of not less than fifteen (15) days to the VENDOR.</i></p>	No change. Please adhere to RFP.
294	18. CONFIDENTIALITY AND NON-DISCLOSURE:	<p><u>Bank to consider the following modifications:-</u> THESE CONFIDENTIALITY OBLIGATIONS SHALL SURVIVE THE TERMINATION OF THIS CONTRACT AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND BY THE SAID OBLIGATIONS.FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF TERMINATION, AND THE VENDOR/ SERVICE PROVIDER SHALL BE BOUND</p>	No change. Please adhere to RFP.

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		BY THE SAID OBLIGATIONS DURING SUCH PERIOD.	
295	21. HIRING OF BANK STAFF OR EX-STAFF:	<u>Request Bank to consider the following clause:-</u> <i>During the term of this Agreement and for a period of twelve (12) months after the termination or expiry of this Agreement, neither Party shall solicit, offer employment to, employ, or engage (whether directly or indirectly, on its own behalf or through any other person or entity) any employee or consultant of the other Party or its affiliates, without the prior written consent of such other Party.</i>	No change. Please adhere to RFP.
296	22-23	All application and application data will reside in client's environment. There we be no data stored in NuSummit domain	No change. Please adhere to RFP.
297	24. DISPUTE RESOLUTION MECHANISM:	<u>Bank to consider the following modifications:-</u> 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 Arbitration mediation . Proceedings of mediation shall be governed by The Arbitration and Conciliation Act, 1996 Mediation Act, 2023 . Place of Arbitration Mediation shall be Mumbai Chennai , India. Proceedings of the mediation shall be conducted in English language.	No change. Please adhere to RFP.

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298	<p>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.</p>	<p>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 Mumbai 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.</p>	No change. Please adhere to RFP.
299	<p>30. GENERAL CONDITIONS TO CONTRACT:</p>	<p><u>Bank to consider following changes:-</u> 30.12. The Vendor/Service Provider shall be liable for any loss directly attributable to the Service Provider which is caused to the bank due to any proven wilful negligence /malpractice by the Vendor/Service Provider or any of its officers, employees, agents or representatives which is which is directly and solely attributable to the Vendor/Service Provider and finally adjudicated by a competent court of law 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 _____ and the Vendor/Service Provider shall not be deemed to be acting on behalf of the Bank except to the extent expressly authorized under this Agreement. Provided that the Vendor/Service Provider shall not be liable for any losses arising due to acts or omissions of the Bank, third</p>	No change. Please adhere to RFP.

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		<p>parties, or factors beyond its reasonable control.</p>	
300	<p>Non-Disclosure Agreement 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.</p>	<p><u>Request the Bank to kindly consider the revised changes reflected under the NDA in its entirety.</u></p> <p>4.Term This agreement shall be effective from the date of the execution of this agreement and shall continue for a period of 1 year till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the written request of the disclosing party, the receiving party shall promptly without undue delay return to the extent legally permitted or destroy if incapable of return all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain for a period of one (1) year until expiry or termination of this Agreement. The confidentiality obligations under this Agreement shall survive for a period of two (2) years post termination/ expiry of this Agreement.</p>	No change. Please adhere to RFP.
301	<p>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.</p>	<p><u>Bank to consider the following modifications:-</u></p> <p>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. Mumbai</p>	No change. Please adhere to RFP.

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302	<p>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.</p>	<p>Request the Bank to kindly delete this Indemnity clause reflected under the NDA in its entirety.</p>	<p>No change. Please adhere to RFP.</p>
303	<p>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.</p>	<p>Please limit this clause to conflicts based on information available with the Bidder, specifically relating to its Directors. The Bidder may not have visibility into employee relationships; accordingly, disclosure can be made upon awareness, and the requirement for periodic verification may be removed.</p>	<p>No change. Please adhere to RFP.</p>
304	<p>28. CONFLICT OF INTEREST:</p>	<p>Clause 28.1 &28.2. - Request to align these clauses with information reasonably available to the Service Provider, and limit the representation and disclosure obligations to conflicts known or identified based on such information. Clause 28.3 - Termination be limited to material and demonstrable conflicts that adversely impact performance, and the Service Provider be provided a reasonable opportunity to mitigate such conflict prior to termination. Additionally, please include a reasonable notice period instead of immediate termination.</p>	<p>No change. Please adhere to RFP.</p>
305	<p>11.EXIT MANAGEMENT PLAN: 12.TRAINING AND HANDHOLDING:</p>	<p>11.3.2 and 12.5: Training and KT handover cannot exceed more than 30 days. Request Bank to consider: 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) Maximum 30 daya after transfer or as decided by Indian Bank. 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. And consider 30 days.</p>	<p>No change. Please adhere to RFP.</p>

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

GEM Bid Reference No: GEM/2026/B/7372749 dated 18/03/2026

CORRIGENDUM

Page No, Section	Existing Clause	Amended Clause
Page 32, Section 8.5: Commercial Evaluation	Bank reserves the right to negotiate the commercial quoted by Bidder.	Bank reserves the right to negotiate the commercial quoted by the successful Bidder.
Page 53, Section 12: Payment Terms, SI No."c"	% of payment: 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).	% of payment: 100% As per Table-A of Annexure-24 Annual subscription license fees shall be paid in advance at the start of each contract year. The annual fee shall remain fixed and equal across all years and, in any case, shall not be lower than the fee charged in the preceding year.
Page 53, Section 12: Payment Terms, SI No."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).	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). The billing of onsite support will be commenced after successful implementation of 5 use cases and acceptance by the Bank. However, selected bidder has to ensure that onsite resource should be part of the project implementation team.
Annexure 1 Eligibility Criteria Point No. 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	The bidder should have an average annual turnover of Rs.60 Crore (Rs. 40 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

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	individual company turnover and not of any group of companies.	individual company turnover and not of any group of companies. Revised Annexure enclosed.																																																				
Annexure 1 Eligibility Criteria Point No. 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 should have implemented and maintained the RPA tool/software in at least one (1) 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. Revised Annexure enclosed.																																																				
Annexure 1 Eligibility Criteria Point No. 11	The Bidder shall have local office in Chennai to liaison various activities.	Clause stands deleted. Revised Annexure enclosed.																																																				
Annexure 2 Scope of Work Point No. p	As per the present requirements of the Bank, Bidder has to provide the following on-premises production setup at DC and DR: <table border="1" data-bbox="488 1066 919 1560"> <thead> <tr> <th>SI No</th> <th>Item</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Unattended Bot Licenses</td> </tr> <tr> <td>2.</td> <td>Attended Bot Licenses</td> </tr> <tr> <td>3</td> <td>Developer/Bot Creator License</td> </tr> <tr> <td>4</td> <td>ICR/OCR/IDP/ Document Classifier (pac, 5 Lakh Pages)</td> </tr> <tr> <td>5</td> <td>Human in Loop (no of Users)</td> </tr> <tr> <td>6</td> <td>Workflow System (No of Users)</td> </tr> <tr> <td>7</td> <td>Control Room/Orchestrator</td> </tr> <tr> <td>8</td> <td>Agentic AI platform</td> </tr> </tbody> </table> On-premises UAT setup for the Bank will be as follows: <table border="1" data-bbox="488 1665 938 1843"> <thead> <tr> <th>SI No</th> <th>Item</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Unattended Bot Licenses</td> </tr> <tr> <td>2</td> <td>Control Room/ Orchestrator</td> </tr> <tr> <td>3</td> <td>Developer / Bot Creator License</td> </tr> </tbody> </table>	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	2	Control Room/ Orchestrator	3	Developer / Bot Creator License	As per the present requirements of the Bank, Bidder has to provide the following on-premises production setup at DC and DR: <table border="1" data-bbox="967 1066 1414 1682"> <thead> <tr> <th>SI No</th> <th>Item</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Unattended Bot Licenses</td> </tr> <tr> <td>2</td> <td>Attended Bot Licenses</td> </tr> <tr> <td>3</td> <td>Developer/Bot Creator License[#]</td> </tr> <tr> <td>4</td> <td>ICR/IDP (pac, 50k Pages) / Document Classifier</td> </tr> <tr> <td>5</td> <td>ICR/OCR Standard Form (pac, 50k pages) /Document Classifier</td> </tr> <tr> <td>6</td> <td>Human in Loop (No. of Users)</td> </tr> <tr> <td>7</td> <td>Workflow System (No. of Users)</td> </tr> <tr> <td>8</td> <td>Control Room/Orchestrator</td> </tr> <tr> <td>9</td> <td>Any other software requirement</td> </tr> <tr> <td>10</td> <td>Same Setup at DR</td> </tr> </tbody> </table> On-premises UAT setup for the Bank will be as follows: <table border="1" data-bbox="967 1787 1414 1879"> <thead> <tr> <th>SI No</th> <th>Item</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Unattended Bot Licenses</td> </tr> </tbody> </table>	SI No	Item	1	Unattended Bot Licenses	2	Attended Bot Licenses	3	Developer/Bot Creator License [#]	4	ICR/IDP (pac, 50k Pages) / Document Classifier	5	ICR/OCR Standard Form (pac, 50k pages) /Document Classifier	6	Human in Loop (No. of Users)	7	Workflow System (No. of Users)	8	Control Room/Orchestrator	9	Any other software requirement	10	Same Setup at DR	SI No	Item	1	Unattended Bot Licenses
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3	Control Room/ Orchestrator							
4	Developer/Bot Creator License#							
Annexure-21 A-Bidders Experience & Capabilities Point No 7	<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> <p>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</p>	<p>Number of Use Cases Implemented in other than BFSIs in India with at least 15 use cases (out of which 2 must be high complexity mentioning why it has been considered of high complexity) in each organization</p> <p>i. No. of use cases more than 50 – 5 marks ii. No. of use cases between 25 to 50 – 3 marks iii. No. of use cases 15 to 25 – 2 marks</p> <p>Revised Annexure enclosed.</p>						
Annexure-21 A-Bidders Experience & Capabilities Point No 8	<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> <p>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</p>	<p>Number of Use Cases Implemented in BFSI in India with at least 15 use cases (out of which 2 must be high complexity mentioning why it has been considered of high complexity) in each organization.</p> <p>i. No.of use cases more than 50 – 15 marks ii. No.of use cases between 25 to 50 – 10 marks iii. No.of use cases 15 to 25 – 5 marks</p> <p>Revised Annexure enclosed.</p>						

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<p>Annexure-24 Commercial Bid cum Bill of Material Table –A Enterprise License Cost (of proposed RPA Solution for 3 years' contract period including premium support)</p> <p>A. Production Environment Licenses (DC and DR)</p> <p>B. UAT Environment</p>	A. Production Environment Licenses (DC and DR)		A. Production Environment Licenses (DC and DR)		
		Item	Qty *		Qty*
	1	Unattended Bot Licenses		1.	Unattended Bot Licenses 15
	2	Attended Bot Licenses		2.	Attended Bot Licenses 50
	3	Developer/Bot Creator License		3.	Developer/Bot Creator License 10 [#]
	4	ICR/OCR/IDP/ Document Classifier (pac, 5 Lakh Pages)		4.	ICR/IDP (pac, 50k Pages) / Document Classifier 5
	5	Human in Loop (no of Users)		5.	ICR/OCR Standard Form (pac, 50k pages) /Document Classifier 20
	6	Workflow System (No of Users)		6.	Human in Loop (No. of Users) 50
	7	Control Room/Orchestrator		7.	Workflow System (No. of Users) 50
	8	Any other software requirement		8.	Control Room/Orchestrator 2
	9	Same Setup at DR		9.	Any other software requirement
	10	Cost of Change Requests		10.	Same Setup at DR 1
	B. UAT Environment			11.	Cost of Change Requests
		Item	Qty	<p># The Bank may utilize Developer licenses across UAT and Production environments, based on operational needs</p> <p>Note: The license component quantities specified above represent the minimum numbers, based on understanding of the licenses required to automate the indicative use cases. These quantities, derived from licensing schemes of known products, are provided to establish a uniform basis for costing. Bidders may also indicate equivalent licensing structures in their product offerings, if such alternatives fully support automation of the indicative number of use cases specified.</p>	
	1	Unattended Bot Licenses			
	2	Control Room/ Orchestrator			
	3	Developer / Bot Creator License			
	B. UAT Environment				
		Item	Qty		
	1	Unattended Bot Licenses			
	2	Attended Bot Licenses			
	2	Control Room/ Orchestrator			



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3	Developer / Bot Creator License	#			
Last Date for receipt of bids	Last Date for receipt of bids 13/04/2026 at 03:00 PM	Last Date for receipt of bids 16/04/2026 at 03:00 PM			
Date and time of opening technical bids	Date and time of opening technical bids 13/04/2026 at 03:30 PM	Date and time of opening technical bids 16/04/2026 at 03:30 PM			

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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 any Director, or Key managerial personnel of the	Letter of Undertaking in company's letter head has to submit in this effect.	

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	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.60 Crore (Rs. 40 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 one (1) 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 only, containing their name, designation & Contact number.</i>	

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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.	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: 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.	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.]	

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11.	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.	
12.	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.	
13.	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. General:			
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> <ol style="list-style-type: none"> 1. Architecture of overall RPA solution & License requirement 		

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Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks
	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 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.		

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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"> <thead> <tr> <th>SI No</th> <th>Item</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Unattended Bot Licenses</td> </tr> <tr> <td>2</td> <td>Attended Bot Licenses</td> </tr> <tr> <td>3</td> <td>Developer/Bot Creator License[#]</td> </tr> <tr> <td>4</td> <td>ICR/IDP (pac, 50k Pages) / Document Classifier</td> </tr> <tr> <td>5</td> <td>ICR/OCR Standard Form (pac, 50k pages) /Document Classifier</td> </tr> <tr> <td>6</td> <td>Human in Loop (No. of Users)</td> </tr> <tr> <td>7</td> <td>Workflow System (No. of Users)</td> </tr> <tr> <td>8</td> <td>Control Room/Orchestrator</td> </tr> <tr> <td>9</td> <td>Any other software requirement</td> </tr> <tr> <td>10</td> <td>Same Setup at DR</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/IDP (pac, 50k Pages) / Document Classifier	5	ICR/OCR Standard Form (pac, 50k pages) /Document Classifier	6	Human in Loop (No. of Users)	7	Workflow System (No. of Users)	8	Control Room/Orchestrator	9	Any other software requirement	10	Same Setup at DR		
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	Sl No	Item		
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	3	Control Room/ Orchestrator		
	4	Developer/Bot Creator License#		
	# The Bank may utilize Developer licenses across UAT and Production environments, based on operational needs.			
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>			

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Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks
w.	Bank will conduct VAPT / Audits through Bank's officials / authorised partners / regulators. Bidder has to ensure timely fix of vulnerabilities, ensure timely implementation of 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		

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Sl. No.	Scope of Work	Bidder's Compliance (Yes/No)	Remarks
	<p>(vi) Past RPA implementations in BFSI and SLA commitments</p> <p>(vii) Strength of technical team and support model</p> <p>(viii) Presentation Quality: Clarity, structure, and ability to explain complex concepts, Demonstration of live RPA use cases or prototypes</p> <p>(ix) Technical & functional requirements of the bank as per Annexure-21</p> <p>during the technical evaluation process as per the directions by the Bank.</p>		
2. Audit Trail:			
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. Security Features:			
a.	Data Encryption: 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.	Prevention of Unauthorized access: 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. Compliances:			
a.	The solution should conform to the security/regulatory requirements of the Banks IT and Security Policies in vague,		

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	RBI/CERT-In/Gol etc., and bidder should provide such 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. Operational Support:			
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. Onsite Resource/Support:			
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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	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-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)

GeM Bid Ref: dated 18/03/2026

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 ii. 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, ii. Capability of integration with third-party tools, APIs, DB Links, and Web services etc. 	30

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		<ul style="list-style-type: none"> 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 15 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 50 – 5 marks ii. No.of use cases between 25 to 50 – 3 marks iii. No.of use cases 15 to 25 – 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 15 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 50 – 15 marks ii. No.of use cases between 25 to 50 – 10 marks iii. No.of use cases 15 to 25 – 5 marks 	15
TOTAL			100



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Annexure-24
Commercial Bid cum Bill of Material

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	15						
2.	Attended Bot Licenses	50						
3.	Developer/Bot Creator License	10 [#]						
4.	ICR/IDP (pac, 50k Pages) / Document Classifier	5						
5.	ICR/OCR Standard Form (pac, 50k pages) /Document Classifier	20						
6.	Human in Loop (No. of Users)	50						
7.	Workflow System (No. of Users)	50						
8.	Control Room/Orchestrator	2						
9.	Any other software requirement							
10.	Same Setup at DR	1						
11.	Cost of Change Requests							
B. UAT Environment								



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1.	Unattended Bot Licenses	2							
2.	Attended Bot Licenses	2							
3.	Control Room/ Orchestrator	1							
4.	Developer / Bot Creator License	#							
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									

The Bank may utilize Developer licenses across UAT and Production environments, based on operational needs.

Note: The license component quantities specified above represent the minimum numbers, based on understanding of the licenses required to automate the indicative use cases. These quantities, derived from licensing schemes of known products, are provided to establish a uniform basis for costing. Bidders may also indicate equivalent licensing structures in their product offerings, if such alternatives fully support automation of the indicative number of use cases specified.