

Ref: CO: ATMSC:001:2021-22



REQUEST FOR PROPOSAL (RFP)

FOR

**OUTSOURCING OF TRANSACTION RECONCILIATION OF CARD AND CARDLESS
TRANSACTION ON PAY PER TRANSACTION BASIS**

Date and time of Pre Bid Meeting	13/05/2021 at 03:00 PM
Last Date for receipt of bids	31/05/2021 at 03:00 PM
Date and time of opening Technical bids	31/05/2021 at 03:30 PM

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SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO:ATMSC:001:2021-22 Date: 06/05/2021
2)	Last date for seeking Pre-bid clarifications/ queries through email to following email ids asif.sa@indianbank.co.in Saravanan.g@indianbank.co.in vivek.k@indianbank.co.in	12/05/2021 by 01:00 PM
3)	Last Date & Time for submission of Bids in Online & Offline Mode	31/05/2021 at 03:00 PM Address for physical submission Chief Manager Indian Bank, Corporate Office: Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
4)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications. g. Any other information sought by the Bank with relevant to this tender

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5)	Documents which is to be submitted physically by Bidders (Offline Mode)	<p>1. DD towards Cost of bid document (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.)</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p> <p>2. Integrity Pact</p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1</p>
6)	Date of opening of Technical (Part I) Bids & Conformity to Eligibility Criteria	<p>31/05/2021 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014</p>
7)	Date of Online Reverse Auction (Part II)	Will be intimated to technically qualified bidder, after technical evaluation of the bids submitted.
8)	RFP Cost	<p>Non-refundable Rs. 20,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline) (Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.)</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT IFSC Code: IDIB000H003 Branch: Harbour</p>
9)	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Antares Systems Limited through website: https://www.tenderwizard.in/indianbank</p>

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This RFP document can be downloaded from the website: <https://indianbank.in/tenders> & e-procurement portal: <https://www.tenderwizard.in/indianbank>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same websites and paper publication will be done for the information regarding publishing the RFP. Clarifications, Modifications and Date of Extensions, if any, will be posted in website & e- procurement portal only.

The term "*Bid*" & "*Quote/Quotation*" bears the same meaning in this RFP.

This tender document is the property of Indian Bank & is not transferable. If a holiday is declared on the date mentioned above, the bids shall be received /opened on the next working day at the same time specified above and at the same venue unless communicated otherwise.

Note: The RFP is not splitable. Only one SI will be awarded with contract.

SECTION – I

REQUEST FOR PROPOSAL (RFP)

INDIAN BANK, a body Corporate and a Public Sector Bank established in the Year 1907 and nationalized under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, having its Corporate Office at No: 254-260, Avvai Shanmugham Salai, Royapettah, Chennai, Pin 600 014. The Bank is having pan India presence of more than 6339 branches and International presence in Singapore and Srilanka. The Bank is engaged in diversified banking activities. The Bank is a forerunner in implementation of IT related products and services and also a pioneer in introducing the latest technology in Banking including introduction of ATMs etc. The Bank already has more than 5418 ATMs/CDs including 1580 Cash Recyclers. Bank presently has an active ATM Debit Card base of around 2.05 crores. Number of average estimated transactions being processed is around 226 Crores transactions (yearly estimated average). It may be noted that this is only an indicative number and the same should not be treated as a commitment by the Bank.

Indian Bank intends to engage a Service Provider for “**Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis**” as stipulated in RFP. In this connection, Bank invites offers in the form of technical bid and commercial bid (through online reverse auction) for Selection of Service Providers as per the Terms & Conditions, Technical and Financial Specifications and Scope of Work described in this document.

The period of contract will be initially for 3 years and may be extended for a further period of 3 years on **mutually agreed rates on yearly basis** and at the sole discretion of the Bank. Commercial evaluation will be through online reverse auction.

Bank will follow two bidding system. Part-I of the bid contains compliance details of the specifications for which quotation is called for. Bidders should enrol/register before participating through e-procurement website. Bids have to be submitted online only through e-procurement website. Part II – Commercial Bid will be called through Online Reverse Auction Process, Intimation will be given to all technically qualifying bidders about the date and time of reverse auction.

Interested eligible bidders may submit their quotation for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis, as specified in Part-I as per the following procedure:

1. Bidders should enrol/register before participating through website - <https://www.tenderwizard.in/indianbank>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted.
2. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. Bank Officials will open the indicative commercial bid of the technically qualified bidders on the date of online reverse auction.

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3. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.
4. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory under the seal of company. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.
5. Bank has the right to accept or reject any quotation/cancel the e-tender at any stage at its sole discretion without assigning any reason thereof.
6. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

7. Make in India:

Bank will follow the guidelines on Public Procurement (Preference to Make in India), Order 2020, issued vide DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020.

8. Restriction of Bidders from Countries sharing Land Borders with India:

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

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

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

Definitions pertaining to "Restriction of Bidders from Countries sharing Land Borders with India" Clause

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

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

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

9. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.
- (v) Names & contact details of two buyers to whom similar solution is supplied and implemented in the recent past and to whom reference may be made by the Bank regarding the bidder's technical and delivery ability to be furnished:

1. -----

2. -----

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(vi) Bids submitted shall also include the following.

Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the Company/bidder.

Reports on financial standing of the Bidder such as audited Profit and Loss Statements & Balance Sheet for the last three financial years of the bidder.

Contact details of the bidder's representatives should be submitted.

(vii) This RFP is not transferable.

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

(ix) The proposed Concession Agreement shall be deemed to be part of the Bid.

(x) Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction.

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SECTION-II

INSTRUCTIONS TO BIDDERS

1. Introduction

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

2. Pre Bid Meeting

- a. A pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **13/05/2021 at 03:00PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **12/05/2021 by 01:00 PM**:

asif.sa@indianbank.co.in
Saravanan.g@indianbank.co.in
vivek.k@indianbank.co.in
Vivek.Agarwal@indianbank.co.in

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e. **Rs.20,000/-** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed. Bidders have to ensure that cost of bid document i.e. Rs.20,000/- has already been remitted to the account as mentioned or dispatched through demand draft (Copy of demand draft to be attached), to the below mentioned address, before raising the queries through email:

Indian Bank, Head Office, ATM Service Centre, 66, Rajaji Salai, 3rd Floor, Chennai- 600 001

Such Bidders who have not chosen to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline/online mode apart from uploading the scanned DD/Proof of e-transfer document during e-tendering.

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The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment to the bid document, if any, will be ported in websites: <https://www.indianbank.in> and <https://www.tenderwizard.in/indianbank> and informed vide mail to the bidders who have raised queries.

3. Amendment of bidding documents

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

3.2 The amendments if any, will be published in the e-procurement website and will form part of the Bidding document.

4. Technical Bid

The Bidder shall furnish, as part of their bid, following documents establishing the bidder's eligibility to bid and their qualifications to perform the Contract, if their bid is accepted.

- As part of their bid, the bidder should submit documents to confirm their agreeing for terms and condition of the Bid.
- The documentary evidence of the Bidder's qualifications to perform the Contract if their bid is accepted, shall be up to the Bank's satisfaction:
 - i. that, the Bidder has the financial and technical capability necessary to perform the Contract;
 - ii. that, the Bidder meets the Qualification requirements.
- Bid Form of the Bid Document was downloaded from Bank's Website.
- Bid security Declaration
- DD for Rs. 20,000/- towards cost of Bid Document (non-refundable)
- Other documents as mentioned in Checklist

The Bank may, at its discretion, reject any bid document not accompanied by the above.

5. Documents establishing goods/services conformity to Bidding Documents

The Bidder shall furnish, as part I of their bid, documents establishing conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

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The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings and data, and shall consist of:

- a. a detailed description of essential technical and performance characteristics of the goods & services;
- b. an item-by-item commentary of the Bank's Functional & Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Functional & Technical Specifications.

6. Financial Bid

1. The Bank will finalize commercials through online reverse auction after evaluation of Part I due notice for the purpose will be provided to technically qualified bidders.
2. The calling for quote does not confer any right on the bidder for being awarded any purchase order.

7. Clarification of Bids

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

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

8. Bid Security Declaration & Cost of Bid Document

The Bidder shall furnish, bid security declaration as per Annexure-5, certifying that they will not withdraw their bid during the period of bid validity specified in this RFP and will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Cost of Bid Document **Rs.20,000/- (Rupees Twenty Thousand only)** along with technical bid to be submitted in the form of DD favouring Indian Bank, payable at Chennai, if not participated in the pre-bid meeting, or through electronic transfer as detailed.

MSE/NSIC registered bidders are exempted from submitting the cost of bid document. Such bidders should submit the copy of registration certificate and other document along

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with declaration as per Annexure-12 for claiming exemption for Cost of Bid document as proof which should be valid for the current period.

9. Evaluation Criteria

➤ General/Technical Evaluation

The Bank will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.

The Bidder should satisfy all the Eligibility Criteria mentioned in Section III of this RFP.

The solution offered should meet all the Functional & Technical Specifications as stipulated in the bid.

The bidder should extend support for the quoted solution for minimum of six years.

Bank reserves the right to visit bidder's premises for evaluation of solution to be provided.

➤ Commercial evaluation

Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify lowest quoted (L1) Bidder.

In the reverse auction, the bidder will be required to quote only total cost as mentioned in the commercial bid format (Part-II of RFP). The price quoted should be inclusive of all charges but exclusive of taxes only. The bidder who quotes lowest amount will be identified as successful bidder. The successful bidder has to submit price break up as per commercial bid format within two (2) days, post completion of reverse auction directly to Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

10. Awarding of Contract

Purchase order for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis will be issued to lowest quoted (L1) Bidder.

Acceptance should be submitted by the selected bidder within 7 days from the date of receipt of purchase order. The period of contract is initially for 3 years and may be

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66, RAJAJI SALAI
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extended for a further period of 3 years at the sole discretion of the Bank on **mutually agreed rates on yearly basis**. However, Bank reserves the right to float tender to identify new vendor. If Bank decides so, the vendor should support for migrating the data to new service provider.

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SECTION-III

CONDITIONS OF CONTRACT

1) Definitions

In this contract, the following terms shall be interpreted as indicated:

- a. **'Bank'** means unless excluded by and repugnant context or the meaning thereof, shall mean 'Indian Bank', described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal (RFP) and shall be deemed to include its successor and assigns;
- b. **'RFP'** means Request for Proposal for Selection of Service Providers for Outsourcing of Transaction Reconciliation and Accounting System including Cash Forecasting for ATMs and Processing of ATM / Debit Card and Cardless transaction data on Pay per Transaction basis;
- c. **'Bidder'** means an organization submitting the proposal in response of RFP.
- d. **'Contract'** means the agreement signed by successful bidder and the Bank at the conclusion of bidding process, wherever required.
- e. **"The Purchaser"** means Indian Bank.
- f. **'Successful Bidder', 'L1 bidder' or 'Service Provider'** means the Bidder who has quoted the "Lowest Price" during online reverse auction, subject to compliance of all the Terms and Conditions of the RFP.
- g. **'Solution'** means Transaction Reconciliation and Accounting System including Cash Forecasting for ATMs and Processing of ATM / Debit Card and Cardless transaction data on Pay per Transaction basis as detailed in the RFP.
- h. **'Proposal'** means that Technical proposal and financial proposal as per the formats prescribed in the RFP.

2) Schedule of Requirements

➤ Functional and Technical Requirements

Indian Bank invites responses from qualified Service Providers for providing Services as described in this document. The proposal should include making available the following facilities for smooth operations of the proposed outsourced activities of Transaction Reconciliation of ATM / Debit Card and Cardless transaction on Pay per Transaction basis.

The selected bidder will have to carry out all the operations from the premises of the Bank at Chennai. The Bank will provide the necessary space, hardware including the Server with OS and RDBMS, computers with OS, networking and telephone for operations.

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The details of existing Reconciliation database and application servers is given below.

app/db	OS	RAM	HDD	CORE	DB version
DCRS Application	Red Hat Enterprise Linux 7 (64-bit)	32 GB	2.78 TB	4	
Database	AIX 7.2 7200-03-02-1846	184 GB	19.8 TB	5	Oracle 12.1.0.2.0
IMPS App	Red Hat Enterprise Linux 8 (64-bit)	16 GB	257 GB	2	
IMPS db	Red Hat Enterprise Linux 8 (64-bit)	16 GB	710 GB	2	Oracle 19.3.0.0.0
ICM db	Red Hat Enterprise Linux 8 (64-bit)	16 GB	510 GB	2	Oracle 19.3.0.0.0
UPI app	Red Hat Enterprise Linux 7 (64-bit)	32 GB	656 GB	3	
UPI db	Red Hat Enterprise Linux 7 (64-bit)	96 GB	2.99 TB	6	Oracle 19.3.0.0.0

The bidder has to specify any other requirement at the time of submitting the Bid.

The Service Provider is expected to provide the solution, services, manpower and operational support for: -

- Debit Card Backend Reconciliation and Accounting
- Suspense Debtor Reconciliation
- ATM / BNA Transactions Reconciliation
- Cash in ATM/BNA Balancing
- Cash optimization with forecasting
- Monitoring of Overall Cash GL balance and optimization of balance in Cash GL
- Migration of ATM/BNA Management Process
- Third Party Reconciliation and Accounting
- Monitoring Interchange and Switching Fees
- Chargeback Management (including pre-arbitration, arbitration, supporting proof, documents etc.)
- Dispute and Claim Management
- Point of Sale (POS), E-commerce, UPI, IMPS, BBPS and AEPS transactions reconciliation and any other digital transactions
- Providing MIS data and Reports (on daily or as and when required by the Bank)
- Providing training to the Bank Officials as and when required
- Maintenance of data and backup (on daily basis).
- Data migration from Bank's existing system
- Card & Cardless Deposits and withdrawals.

Wherever ATM, BNA (Bunch Note Acceptor) is mentioned in any clause of this RFP, it is applicable to both ATMs and BNAs.

Any other Network/Channel/Application/System being used at present or to be used in future as per bank's requirement or due to any regulatory requirement will be included under scope of the project at bank discretion without any customization charge to the bank. Bidder has to customize for any change in any file formats as per bank's requirement or due to any regulatory requirement without any additional cost to the bank.

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3) Service Level Agreement (SLA)

➤ Effective Date

The effective date shall be date of acceptance of the purchase order by the successful bidder. The successful bidder shall submit the acceptance of the order within seven days from the date of purchase order. The Bank reserves the right to consider the late acceptance of the order, if any, at its discretion.

➤ Timelines for Implementing the solution and liquidated Damages for Delay in implementation

The selected bidder shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project implementation at Chennai. However, for escalation purpose, details of other persons shall also be given.

The successful bidder has to necessarily comply with time schedule for the following activities:

Activity	Timelines for completion	Liquidated damages
A: Installation of solution at Bank's Primary Data Center in Chennai	2 weeks from the date of acceptance of the PO.	The total time to complete the entire activities is 10 weeks from the date of acceptance of the purchase order by the successful bidder. Any delay in completing any or all will attract penalty at the rate of Rs. 25,000/- (Rupees Twenty five thousand only) per day.
B: Migration of data from the existing system to the service provider's system and testing of all the existing functionalities specified in the RFP.	6 weeks from the date of acceptance of the PO.	
C: Parallel run of the new reconciliation system along with the existing system.	8 weeks from the date of acceptance of the PO.	
D: Commencement of live operations from the new system. Implementation of Cash Forecasting System.	10 weeks from the date of acceptance of the PO.	
		If there is a substantial penalty for delay maximum up to 10 (ten) weeks in implementation, the bank may initiate other punitive measures including but not limited to invoking performance bank guarantee, termination of contract and other recourses available to the Bank

➤ **Service Level Penalties**

1. Successful bidder shall complete the daily reconciliation within 4 hours after receiving the files. If the successful bidder fails to complete the same within 4 Hours, the Bank shall, without prejudice to its other remedies, deduct from the payment, as penalty, a sum equivalent to 5% of the monthly charges payable per each day of delay in reconciliation services until completion (delay beyond 4 hours after receiving files will be considered as one day delay to calculate the penalty), up to a maximum deduction of 50%. Once the maximum is reached, the Bank may consider termination of the contract.
2. Successful bidder has to maintain an uptime of 99.50% for the solution implemented by them. If the downtime exceeds 0.50% during any month, Bank will levy, in addition to the applicable penalty for delay in processing the files, a penalty of Rs.10,000/- (Rupees Ten thousand only) per hour or part there of up to a maximum of Rs.1,00,000/- (Rupees One lac only) per month. Monthly Report on uptime should be submitted along with Invoice. Once the maximum is reached, the Bank may consider termination of the contract
3. The above penalties will be applicable, if the solution is not working because of any reason attributable to the Successful bidder including malfunctioning of the Software, non-availability of human resources. The Successful Bidder may provide temporary equivalent replacement as a workable solution to avoid the above penalties.
4. The liquidated damages / penalty shall be deducted / recovered by the Bank from any money due or becoming due to the Successful bidder under this purchase contract or may be recovered by invoking of Bank Guarantee or otherwise from bidder or from any other amount payable to the Successful bidder in respect of other Orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract.
5. All the Penalty / Liquidated Damages are independent of each other and are applicable separately and concurrently.
6. Penalty / Liquidated damages are not applicable for the reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributed to the Bank or Force Majeure. The Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank or Force Majeure along with the bills requesting payment.

➤ **Payment Terms**

1. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Successful Bidder, in case

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of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.

2. Payment will be made only for:

- (a) Successful on us financial transactions,
- (b) Successful off us financial,
- (c) On us and off us reversal transactions,
- (d) Successful refund transactions

3. The payments will be released only through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

4. The payment will be released after deducting applicable TDS and penalty.

5. The selected bidder shall raise the invoice on a monthly basis on completion of work and the payment shall be released within 15 days on submission of invoice along with all required documents like details of transaction count, Monthly Uptime Report and after verification of transaction count by the Bank.

➤ **Order Cancellation**

1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning reasons with 7 days prior notice and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

- Delay in delivery and / or implementation of solution beyond the specified period.
- Serious discrepancies noted in the solution delivered.
- Breaches in the terms and conditions of the Order.
- Non satisfactory performance of Successful bidder during the contract period.

2. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee given by the Successful bidder towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

3. Bank shall serve the notice of termination to the Successful bidder at least 30 days prior, of its intention to terminate services during the contract period.

4) Period of Validity of Bids

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

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5) Eligibility Criteria

The minimum qualification criteria of the bidder for the Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis are as under:-

1. Bidder should be able to provide turnkey solutions for “Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis” using bidder’s own software.

(Copy of the certificate to establish the ownership of the software should be submitted along with the bid. E.g. Patent certificate or PA-DSS Certificate mentioning the bidder as the owner of software)

2. Bidder should have at least 3 years of experience in providing service to Public Sector Banks in Transaction Reconciliation of Card and Cardless transaction including Onus, Mastercard, VISA, RUPAY, UPI, IMPS, BBPS, AEPS and various payment gateway arrangements.

(Copies of experience certificates issued by bidder’s clients for having provided the above services prior to 01.04.2018 should be submitted by the bidder. For each of the above services, certificate should be submitted from minimum one client).

3. Bidder should have implemented the solutions for Transaction Reconciliation Processing of ATM / Debit Card and Cardless transaction in at least two scheduled commercial banks out of which one should be a public sector bank.

(Copies of certificate for satisfactory services issued by 2 Scheduled Commercial Banks as given above should be submitted by the bidders)

4. Bidder should have implemented Settlement, Clearance and Chargeback solutions as per the regulations of International Payment Clearance Houses such as Mastercard, VISA and RuPay and any other such solutions should have been certified by the Clearing Houses either directly or through any Bank.

(Copies of the Certificates issued by MasterCard, Visa, NPCI / any such Agency mentioning the bidder as the clearing service provider shall be submitted along with the Bid.)

5. Bidder should be a limited company in India completed 5 years as on 31.12.2020 having minimum turnover of Rs.30 crores (Rupees Thirty crores only) per year.

(Copies of Certificate of Registration / Incorporation of the bidder and Copies of the Audited Balance Sheet are to be attached.)

6. The bidder should be net profit earning organisation for the last three financial years i.e.2017-18, 2018-19 & 2019-20.

(Copies of the Audited Balance Sheets and copy of the latest Income Tax Return Acknowledgement are to be attached).

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7. The Bidder should not have been blacklisted by any PSU Bank / Government Departments / PSUs currently (Undertaking should be submitted along with the bid in the format provided).

Bidder must comply with all above-mentioned criteria. Compliance to each of the above points should be clearly mentioned.

Non-compliance of any of the criteria will entail rejection of the bid summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. INDIAN BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of INDIAN BANK in this regard shall be final, conclusive and binding upon the bidder.

Other Terms and Conditions:

1. Cost of the Bid document is Rs. 20,000/- (Rupees Twenty thousand only).
2. The organisation should be able to extend 24x7 technical support.
3. All bids submitted should also include the following information:
 - ❖ Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company etc.
 - ❖ Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report for the past three years, etc.
 - ❖ Technical details of the items to be supplied as per technical bid enclosed.

6) Roles & Responsibility during Project Implementation

6.1. Responsibilities of the Successful Bidder.

- i. To deliver and install the complete solution within the timelines specified in the RFP.
- ii. To migrate the data from the existing system of the Bank.
- iii. To maintain an uptime of 99.50% for the solution provided by them with fallback arrangements in the event of any disaster.
- iv. To make customizations in the solution based on the requirements of the Bank during the contract period at no additional cost to the Bank.
- v. To maintain the licenses for 3rd party software installed by them at the Bank's premises, if any.
- vi. To provide minimum of 20 manpower (at least ten skilled persons for reconciliation, at least two for GL/BGL/account tallying, at least three for disputes handling, at least two technical persons for development and one DBA for maintain and administering Database activities) to maintain the solution and to perform daily operations during the contract period. Sufficient Manpower should be available on all days to complete the Reconciliation with in TAT period, GL/BGL tallying and handling of overall

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disputes operations including but not limited to raising of chargebacks, pre-arbitration, arbitration, good faith, reporting the status of the dispute to the originator (Bank, branch, customer etc.) via Bank's specified portal, e-mail, phone and providing supporting documents to the above, as and when required. Two manpower should be available from 8 am and at least two should be available till the end of the day's work is finished at Bank. Others may come in general shift.

- vii. To provide data and MIS reports to the Bank as and when required.
- viii. To provide training to the Bank staff on operations of the solution as and when required.

6.2 Responsibilities of the Bank:

- i. To provide the necessary hardware, personal computer, work space and other infrastructures such as power, connectivity and printers at the Bank's premises for the successful bidder to perform the day to day operations as per the terms of the RFP.
- ii. To designate a nodal officer who will be the single point of contact for the Service Provider for implementation of the solution.
- iii. To approve the format of the settlement files provided by the successful bidder.
- iv. To perform User Acceptance Test for the features of the solution.
- v. To obtain the input files from external systems and providing to the successful bidder for processing.
- vi. To liaison with the existing service provider for obtaining the data to be migrated to the solution provided by the successful bidder.
- vii. To make payment to the services provider as per the terms of RFP.

7) Patent Rights

The Selected bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods / services or any part thereof in India or Abroad.

The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.

The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

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The supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive licence throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including all inventions, designs and marks embodied therein in perpetuity.

8) Indemnity

- The Successful bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - i. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Successful bidder;
 - ii. Any contravention or Noncompliance with any applicable laws, regulations, rules, statutory or legal requirements by the Successful bidder;
- Further, the Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of PCI-DSS & PA-DSS Certificates claimed and submitted by them, if any.
 - i. All indemnities shall survive notwithstanding expiry or termination of the contract and the successful bidder shall continue to be liable under the indemnities.
 - ii. Claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death, loss incurred by Bank on account of bugs in the solution offered and in these cases the liability will be unlimited.

9) Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including the solution provided to the Bank under the RFP and the Service Provider shall extend all cooperation in this regard.

Service Provider shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to the Bank, as per its own satisfaction at the office / factory or any other premises of the Service Provider, in the presence of representatives of the Service Provider, at any point of time by giving notice.

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10) Assignment

The Service Provider shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.

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 Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

11) Publicity

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

12) Guarantees

The Service Provider should guarantee that the software/solution supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation.

13) Documents

The necessary licences and other documents wherever necessary for implementation of Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis have to be submitted to the Bank. Bidder has to ensure that no unauthorised software/application is used in implementation of the project.

14) Amendments to the Agreement

Once contract agreement is executed with the successful bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

15) Other Contract Agreement Conditions

- Bidder shall not assign any rights or obligations herein without obtaining the prior consent of the Bank.
- No forbearance, indulgence, relaxation or inaction by any Party [Bank or Bidder] at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.

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- All remedies of either Bank or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.
- If any provision of Agreement or the application thereof to any person or Party [Bank/Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties [Bank and Bidder] shall endeavour to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- If during the term of Agreement, the performance in whole or in part by either Party [Bank/Bidder] of any obligations under the Agreement is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [Bank nor Bidder] shall be entitled to terminate this Agreement nor have any claim for damages against the other by reason only of such non-performance or delay in performance.
- None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- Agreement shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and Bidder] hereto, any rights or remedies herein.

16) Negligence

In connection with the work or contravenes the provisions of other Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected 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 selected 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 selected bidder.

17) Performance Security

Within fifteen (15) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish Performance Security for **3%** of the estimated project cost for 3 years (total cost quoted during the online reverse auction (as per Part-II of RFP) multiplied by 36) in the form of Bank Guarantee valid for a period of **forty-two (42) months** from the date of issue with further one-month claim period as detailed below as per the format given in Annexure-7.

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In case of further extension of agreement beyond three years, the successful bidder has to submit amended Performance Bank Guarantee with extended validity for additional period plus six (6) months (For Example: If contract period is extended by twelve months, successful bidder has to extend the validity of existing Bank Guarantee by Eighteen Months).

The Service Provider shall be responsible for extending the validity date and claim period of the Bank guarantee as and when it is due, on account of non-completion of the project.

The performance security submitted by the supplier shall be invoked by the Bank if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

The performance security shall be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract. The Successful bidder's performance obligations under the Contract include support / co-operation for migrating the data to new service provider identified at the end of the contract period.

18) Jurisdiction

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

19) Bank's right to accept or reject any bid or all bids

The Bank reserves the right to accept or reject any bid / all bids or annul the bidding process at any time prior to awarding contract, without thereby incurring any liability to the affected Bidder or Bidders.

20) Negotiation

Bank reserves the right to negotiate the lowest quoted (L1) Price quoted by the vendors under exceptional circumstances.

21) Limitation of Liability

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

This limit shall not apply to third party claims for

- a. IP Infringement indemnity
- b. Bodily injury (including Death) and damage to real property and tangible property caused by vendor gross negligence. If a third party asserts a claim

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

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

22) Disclaimer

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

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

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

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

23) Intellectual Property Rights

Notwithstanding the disclosure of any confidential information by the disclosing party to the receiving party, the disclosing party shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent

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or copyright or application for same which are or thereafter may be obtained by such party is either granted or implied by the conveying of confidential information.

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

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

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

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

24) Use of Contract Documents and Information

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

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

25) Acceptance of Purchase Order

Successful bidder has to submit the acceptance of the purchase order within 7 days from the issue of Purchase order, duly signed by the authorized signatory.

26) Signing of Contract Form, NDA and SLA & Submission of Proof of Source Code Audit

Within fifteen (15) days of Purchase Order, the successful bidder shall sign the contract form (Annexure-11), Non-Disclosure Agreement (Annexure-10) & Service Level Agreement (Annexure-14) and return it to the Bank. Integrity pact executed between the Bank and successful bidder is deemed to be a part of the contract.

Successful bidder has to submit the proof of source code audit also within 15 days from the date of purchase order.

27) 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 disputes or difference by mutual consultation.

b. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, 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.

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

Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

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

(a) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the 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

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appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on the parties.

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

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

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

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

(f) Notwithstanding any reference to arbitration herein,

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

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

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

28) 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 responsibility of the service provider at their cost.

29) Exit Requirements

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

30) Termination for Convenience

The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the

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Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

31) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- a. if the Selected 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;
- b. if the Selected bidder fails to perform any other obligation(s) under the Contract.
- c. If the Selected bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:

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

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

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

32) Force Majeure

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

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epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.

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

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

33) Confidentiality

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

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

34) Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid as per Annexure-13 of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

The integrity pact begins when both parties have legally signed it. Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the

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contract. Integrity Pact with the unsuccessful bidders will be valid 6 months after the contract is awarded to the successful bidder.

35) Adoption of Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre Contract integrity pact as per Annexure-13. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Integrity pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Brahm Dutt, IAS (Retd)

Email: dutt.brahm@gmail.com

2. Shri. Balraj Joshi, Ex-CMD, NHPC (Retd)

Email: balrajjoshi@hotmail.com

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

36) General Terms

- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association,

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partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.

- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- The bid should be valid for 180 days from the date of submission of bid.
- Detailed documentation of installation and solution has to be provided after successful installation.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- The service provider has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.
- The selected Bidder shall indicate the authorized signatory/ies who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.
- The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group/ client companies or any of their employees / officers / staff / personnel representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with the Bank or any of its employees/officers/ staff/representatives/ personnel/agents.
- The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any

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assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Bidder's employees, agents, contractors, subcontractors etc.

- Bidder should provide declaration as per RBI Circular DPSS.CO.OD.No.2785/06.08.005/2017-2018 dated April 6th , 2018 on Storage of Payment System Data.
- The Successful Bidder should provide the certificate on half-yearly basis (As per Annexure-15) which must clearly state the following:
 - Audit has been conducted by CERT-IN empanelled auditors covering the scope areas indicated above.
 - Auditors must certify that the guidelines indicated by RBI vide the circular reference DPSS.CO.OD.No.2785/06.08.005/2017-2018 dated April 6th , 2018 has been complied with.

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SECTION-IV

INSTRUCTIONS TO BIDDERS FOR E-TENDERING

1. GENERAL

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

2. INSTRUCTIONS

2.1. RULES FOR WEB PORTAL ACCESS

1. Bidder should be in possession of Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders may use Digital Certificates issued in the name of individuals upon submission of authorization certificate from the company for the same to the e-tendering service provider and prior approval from Bank officials. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to Bank.
2. e-tendering will be conducted on a specific web portal website - <https://www.tenderwizard.in/indianbank> meant for this purpose with the help of the Service Provider identified by the Bank as detailed above.
3. Bidders will participate in e-tendering event from their own office/place of their choice. Internet connectivity/browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
4. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) either the service provider or Bank is not responsible.
5. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements/alternatives such as back-up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the e-Tendering process successfully.
6. However, the Bidders are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
7. Failure of power at the premises of bidders during the e-Tendering cannot be the cause for not participating in the e-Tendering.
8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.

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10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday/strike for the bank, e-tendering website will receive the bids up to the appointed time as mentioned in schedule 3, however physical documents, to be submitted offline, can be submitted on the next working day up to 3.00 PM on next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.

11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

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

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) Upload the scan copy of the PAN Card and GST Registration certificate
- c) Acknowledgement copy will be generated with user id & password & the same will be sent to their registered email id.
- d) After verification by department/service provider, the id will be activated.
- e) At the first login, DSC details will be automatically captured by the system.
- f) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

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

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

Support Desk Contact Details

M/s. Antares Systems Limited
#24, Sudha Complex, 3rd Stage, 4th Block
Basaveshwaranagar, Bangalore – 560 079.
Support Contact No. 080-40482100, 99432 77499
Support Email: gunaseelan.m@antaressystems.com

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2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

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

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

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

2.4. BID RELATED INFORMATION

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

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

2.5. OFFLINE SUBMISSIONS

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

- a) DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned)
- b) Integrity Pact

Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Cost of Bid document and EMD.

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The bidder is requested to submit the original documents in a Sealed Envelope on or before 31/05/2021, 03.00 PM to the address mentioned under schedule 3 of this tender. The envelope shall be super scribed as “**Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis**” and the words ‘DO NOT OPEN BEFORE (31/05/2021 at 03.30 PM)’.

2.6. OTHER INSTRUCTIONS

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

The following ‘Four Key Instructions’ for bidders must be assiduously adhered to

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

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

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SECTION-V

PART I - FUNCTIONAL AND TECHNICAL REQUIREMENTS

Date:

The Assistant General Manager
CO: ATMSC
Indian Bank
66, Rajaji Salai
Chennai 600 001.

Dear Sirs,

Sub: Request for Proposal (RFP) for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis.

Ref: Your RFP No. CO:ATMSC:001-2021-22 dated 06/05/2021.

Referring to your above RFP, we submit the compliance details of the Scope of work and functional & technical requirements below:

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	Debit Card Backend Reconciliation and Accounting		
	Suspense Debtor Reconciliation		
01	License based software for in house reconciliation of ATM/BNA transactions, Cash in ATM/BNA Balancing, Third Party Transactions Reconciliation, Chargeback Management including but not limited to raising of pre-arbitration, arbitration, good faith Chargeback etc., Dispute and Claim Management, Point of Sale transactions on various financial networks, MIS etc. 4-way reconciliation is to be done for ONUS and Acquirer transactions; 3-way reconciliation is to be done for Issuer – ATM and POS transactions. ATM/BNA cash balancing is to be done along with chargeback management / dispute resolution for all transactions, preparation of settlement vouchers, generation of		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	uploadable files for the same and exception reporting.		
02	Software should have Solution for Interface to collect data from the Switch and other sources.		
03	Software should have Solution to identify duplicate transactions		
04	The software should have the provision to provide extensive financial reporting and Management Reporting.		
05	The software should support existing financial network(Visa / MasterCard /NPCI / DFS / Bilateral Consortium Networks/ Subsidiary RRBs tie ups under NPCI/ and addition of any other new tie ups that the Bank enters into in future etc)		
06	The software should include Safety features like password to users at different levels to enter/modify various parameters at different security levels should be available		
07	The software should provide solution for Perfect matching of entries and Forced Matching (ignoring specified parameters)-the specified parameters are: date, time, ATM id, card no, account number for our customers and amount		
08	Provision for matching of entries with any selected period (Day/Week/Month/Year etc.) either forward or backward and/or all periods should be available		
09	Audit trails at the application level based on user, events, access to records and files etc.		
10	Application user passwords should be internally encrypted.		
11	If a wrong password is entered for a predefined number of times (configurable), the login-id should be automatically deactivated for a significant period of time.		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
12	The software should force users to change their passwords after the expiry of a configurable period.		
13	The software should automatically disconnect a log-on session if no activity has occurred for a period of time (configurable).		
14	Modules meant for a particular level of authority should be available for operation to the user with that level of authority only. The software should allow giving Module-wise rights (add/delete/modify/view/print) for each user/user group.		
	ATM Transactions Reconciliation		
15	The software should be able to receive settlement files, chargeback claim file and raw data file and any other available required files from NPCI, Visa, Master, CBS and other Bilateral Consortium Networks. The system should have the provision for enhancements for including any other network which the Bank decides to join in future and also make the modifications / alterations if the same is required to be done in the existing network.		
16	The software should be able to store/retrieve the data received from Branches/Switch/GL & financial networks in specified File format with proper validation		
17	The system should be capable of performing 4 way reconciliation (i.e. Switch, CBS/NPCI, EJ, and CBR) for ATM Transactions (ONUS and Acquirer Transactions)- and 3 way reconciliation (i.e. Switch, CBS, and Network Switch) for Issuer transactions.		
18	The unmatched entries upon completion of the four way reconciliation to be force matched based on the parameters (date, time, ATM id, card no, account number for our customers and amount) set by the Bank relaxable at the discretion of the Bank.		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
19	Generation of un-reconciled entries report per ATM/BNA and ATM/BNA Network wise on daily basis.		
20	Generation of unloadable files as per CBS format to post exception entries to CBS.		
21	Generation of Accounting Entries for failed transactions for which chargeback is received from various financial networks and uploadable files to be posted in CBS as per CBS format.		
22	In case of acquiring transaction on Bank ATM, if the claim is payable from overage/excess amount for ATM for the day, the system should be capable to reduce the available balance after claim settlement (ATM suspense account). The system should also be capable of adding the fresh excess/ overages on a day to day basis and maintain chronological excess/overage available		
23	Check for duplicate posting for single claim, and also check to stop processing the same file/claim more than once and maintain MIS regarding the same.		
24	Reconciliation of acquiring Value Added Services(VAS) through ATM. Generation of Exception Reports, and Preparation of Settlement Vouchers. Generation of uploadable files for reversals, debit adjustments and credit adjustments.		
25	Upload of reconciled and unreconciled files, raising of proactive credit adjustments, debit adjustments, and technical chargebacks on the basis of 4-way reconciliation for ONUS and acquirer transactions and network credit adjustments files in the Service Provider's Dispute Management System.		
26	Generation of Uploadable files for: a) Re-credit to cardholders of our bank and other banks for credit adjustments.		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	<p>b) Successful transactions not debited to cardholders of our bank and other banks for debit adjustments</p> <p>c) Recovery of charges / surcharge/ tips / service charges imposed by the govt. from time to time not debited in cases of issuer transactions at other network ATMs or POS terminals/ecommerce transactions.</p>		
	Cash in ATM Balancing		
27	The software should be able to upload, store/retrieve Cash Balancing Report (CBR) along with Switch, CBS & EJ data, and reconcile the same with Bank records and maintain excess/overage counters.		
28	The software should be able to do Cross verification of actual cash loaded and logical cash loaded by comparing ATM cash counters with admin transactions. Reconciliation of ATM GL cash, Switch Cash Balance with Physical cash at ATM. Reporting of overages and shortages of CBR dispensation vis-à-vis Switch Data, CBS Data and EJ and storing the same in the system.		
29	<p>In case of shortages, analysis of Switch Data and EJ Data to identify transaction and reason for shortage. Intimation to Bank of the reason and initiate the necessary corrective action i.e. generate uploadable files for debiting customer's account, raise claims with other Banks within Network TAT, report for claiming from ATM attached Branches / Vendor (in case of outsourced / MOF ATMs).</p> <p>Outstanding Short Cash Mail/Call to Branches / controlling offices / Vendor on daily basis.</p>		
30	In case of overages, analysis of Switch Data and the EJ Data to identify the transaction for settlement of chargeback claim received & proactive Credit Adjustments.		
31	In case of loading differences, the same have to be resolved by contacting the branch, or the MSP vendor or the MOF vendors in case of		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	branch ATMs, offsite ATMs and MOF ATMs and any other vendor as appointed from time to time under ATM business model.		
32	On a daily basis, report needs to be generated providing balances of all ATM Cash accounts, issuer settlement accounts & acquirer settlement accounts of particular network along with the receivables, payables, outstanding amount (with transaction details for receivables and payables).		
33	System based computation of ATM cash dispensed between 2 EODs/DATES/2 time intervals both forward and backward.		
34	Maintain mirror accounts of ATM Cash accounts and Network pool accounts and balancing of the same with the credits and debits received and reporting the same to the Bank.		
35	Bank maintains settlement accounts with different banks for different ATM Networks. On daily basis, the software has to provide reports for funding these accounts based on the settlement files. The software also has to provide the files for handling multi-currency transactions and reporting to be done to Bank's Treasury in cases of settlements received in Foreign currency.		
36	The software should provide uploadable files in CBS format for internal transfer of settlement amount to the different settlement accounts of the Bank.		
37	<p>The Selected Bidder should follow up with ATM Vendors for obtention of Electronic Journal(EJs) and arrange for settlement of pro-active credit within TAT period.</p> <p>EJ Follow up with ATM vendor - Through Call/Mail on daily Basis.</p> <p>EOD Mail to Branches on Daily Basis for Pro-active Credit and Escalation email to Zonal office for the same.</p>		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
38	<p>The excess cash in ATM / BNA should be maintained to handle the customer cash withdrawal/deposit failure complaints and report should be submitted on daily basis. Follow up Email should be sent to the respective ATM/BNA branches for doing EOD.</p> <p>Report on Short cash (ATM ID-wise) should be furnished on daily basis.</p>		
	Cash optimization with forecasting		
39	<p>The following provisions have to be made available in the system</p> <ul style="list-style-type: none"> Collection of C3R/CBR/CTR Provision of centralized data collection tool for physical cash report collection where branches will be feeding the physical cash info along with shortage or excess if any. Generation of GL tally certificate in comparison with the physical cash report (C3R/CBR/CTR) Handling of Un-Identified Excess Cash Handling of Shortage due to technical error or delay in receipt of data/OTHERWISE. Pro Active Settlement from the identified Excess Cash to ONUS customer/NETWORK CUSTOMER Generation of Debit adjustment from identified success transaction from EJ within a period of t+4 days(presently). Pro Active Credit Settlement to Networks/Consortiums using the identified Excess Cash Report on Pending Excess cash credits & Shortage debit adjustments Shortage information mapping & vendor recovery process. 		
40	<p>Monitoring of Overall Cash GL balance and optimization of balance in Cash GL using the following features</p> <ul style="list-style-type: none"> GL Forecasting – forecasting of optimal cash dispense in the next day/s or week 		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	<ul style="list-style-type: none"> Negative indent generation for removal of cash from the BNAs/ ATMs Provision for importing the Indent/Forecast originated by other Cash Vendors 		
41	Migration of ATM Management Process <ul style="list-style-type: none"> Provision of migration solution for ATM Takeover in the following Scenarios Branch to Vendor (CRA process) Vendor to Vendor (CRA process) Vendor to Branch (CRA process) Branch to Branch (when ATM is shifted from one branch to another) Cash Surrender process on takeover from one CRA to another/ one branch to another. Fresh Cash indent generation for new CRA 		
42	3-way reconciliation is to be done for Issuer (card based & non-card based) transactions – ATM, IMPS, UPI, AEPS, BBPS, e-Commerce and POS transactions by checking bank switch, network switch and CBS. Capability to do reconciliation of Issuer Transactions, generation of unreconciled entries and capability to handle all types of settlements and reconciliation works related to payments and receipts to these networks (Visa / MasterCard/NPCI/Bilateral Consortium Networks/etc) including but not limited to chargebacks, pre-arbitration, arbitration, dispute resolution as per mechanism set out by these networks.		
43	Reconciliation of Sponsored Bank – reconciliation of issuer and acquirer transactions, automated accounting entries for tie-up/ sponsored Bank transactions, Generation of settlement files of Sponsored bank-wise, Transaction Based accounting and computation of fees for Issuer /Acquirer transactions. Communication to be sent to these banks (settlement voucher / file / raw		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	data etc) on daily basis to concerned staff of Sponsored banks.		
44	Reconciliation of all card/cardless products (including transactions in various currencies), preparation of settlement vouchers, preparing of uploadable files, raising of chargebacks, pre-arbitration, arbitration, good faith and responding dispute status to the originator (customers/Branches etc.) through email, phone, CGRS Portal or any other Medium/Portal/Bank's Website within the prescribed TAT guidelines of RBI/NPCI/VISA/Mastercard / any other network and to provide supporting documents as and when required. Appropriate action to be taken for incoming debits on account of Late presentments, non-authorisation and duplicate processing of cash fee, tips and exchange fluctuations.		
45	Reconciliation of Value Added Transactions of our customers through ATM, Mobile and Internet Banking. Generation of Exception Reports and Preparation of Settlement Vouchers. Generation of uploadable files for reversals, debit adjustments and credit adjustments.		
46	For Debit Card Transactions on other bank ATMs, downloading and processing of re-presentments received and updation of the status of same in our Help Desk, CGRS/any other Portal specified by the Bank		
47	Generation of settlement vouchers and uploadable files (after reconciliation) for posting the entries in CBS(with checking of duplicate entries, generation and tallying of BGL/CGL reports on daily basis)		
48	Reconciliation of incoming and outgoing files with respect to VISA / Master/ NPCI etc.		
49	Raising and Creation of outgoing files for chargeback, pre-arbitration, arbitration, good faith chargeback for VISA / Master/NPCI/ Bilateral Consortium Networks in the specified		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	formats of Base II / IPM / XML or any other format as per requirement of the network.		
50	Reconciliation of Surcharge entries debited online and generation of difference of Base1 / Base 2 / IPM file after taking into account the online entries pertaining to surcharge.		
51	Computation of the settlement amounts and charges, If any, and verification of the same with the settlement received from various networks.		
52	Cross tallying of Settlement Bank A/c (foreign and local) for VISA and MasterCard transactions with GL advice.		
53	Computation of foreign exchange fluctuation, difference for international transactions and appropriate accounting in the respective network settlement voucher as per Bank's Accounting System.		
54	Tracking of inflated transactions such as: Petrol, Railways, Tip adjustments, Other Option's and Option to debit/Credit the respective GL's and uploadable files for the same to debit/credit the customers' accounts on the date of receipt from the networks.		
55	Tracking various fees/ Charges/ penalties by VISA/MasterCard/ NPCI/Bilateral consortium networks. Submission of various reports to the network as per frequency decided by the respective network.		
56	Computation of Issuer fees, acquirer fees, balance enquiry fees and any other charges/difference in charges for debiting to cardholders account.		
57	Processing of VISA/Master Card/ NPCI Transactions on a Daily Basis within TAT period and reconciliation and balancing of the VISA/Master card/NPCI/ any other Network transactions.		
	Monitoring Interchange and Switching Fees		

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Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
58	Monitoring and maintaining MIS of Interchange Fee and other charges levied by various Networks and informing bank on exceptional variances found, if any in daily settlement.		
59	Generation of report on overall sum of daily transaction report and GST of Issuer and Acquirer wise ATM Financial and Non-Financial Transactions along with transaction count on the basis of Settlement report, and also calculation of TDS on Issuer Switching Fees. The same report is required for cardless transaction also.		
60	Check should be made available to identify and ensure that there is no duplication of levying of Interchange and Switching Fees.		
61	Monitoring and checking of fees, charges, penalties levied by Visa, MasterCard, NPCI and any other Network in settlement checking against reports and appropriate accounting as per Bank's Accounting System.		
62	Provision for generation of MIS reports for Interchange income earned for Acquirer Transactions of various Networks. These entries generated and tallied with the files received from the concerned service provider and pass entries to be posted in CBS as per the accounting procedure of the Bank.		
	Chargeback Management		
63	Identification of the appropriate reason code of chargeback. Automated processing and raising of chargeback/ retrieval request in the respective network. Check if the transaction was done with 2 Factor Authentication.		
64	Creation of chargeback / pre-arbitration / arbitration chargeback, good faith chargeback for onward transmission to MasterCard/Visa/ NPCI/ Bilateral Consortium Network. Generation of outgoing chargeback files. Acceptance of arbitration chargeback and generation of Pre - arbitration /Arbitration / Pre		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	<p>compliance / Compliance letters wherever necessary.</p> <p>The Service provider should have the charge back / pre-arbitration / arbitration etc management module capable of handling the charge back/pre-arbitration/arbitration etc related to all card based & non-card based transactions of ONUS, acquirer, issuer, POS and E-commerce transactions and addition of any in future.</p>		
65	Details of Transaction lifecycle to be provided – History of retrieval request, chargebacks and remedy – Fulfilment – Documents sent to cardholder, Dates and other particulars of 1 st chargeback, second presentment received, document received, arbitration chargeback, credit processed to cardholders – arbitration received, accepted /referred to MasterCard/Visa/ NPCI, retrieval fees chargeback – references decision of MasterCard/Visa/NPCI, with respect to compliance, pre-compliance etc.		
66	Uploadable file to be provided for chargeback, representment, Debit adjustment, credit adjustment, pre-arbitration, pre-arbitration representment, arbitration and good faith for both issuer and acquirer which will include penalty as well as per files downloaded from NPCI-DMS site (format as per banks specifications) and RGCS site (in case of Rupay transactions).		
67	Generation of files for debiting or crediting the Card holder for the amount of Chargeback or Representment.		
68	Creation and completion of necessary chargeback questionnaire in VISA / Master / NPCI while raising the chargeback		
69	Facility to attach scanned document in the system for Chargeback and Retrieval Request.		
70	Menu for processing of miscellaneous debits/ credits/ charges/ fees to acquirers/issuers.		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	Reversal of wrong debits received through incoming files.		
	Dispute and Claim Management		
71	The Service provider should have the Dispute module capable of handling the disputes related to all card based & non-card based transactions of ONUS, acquirer, issuer, POS, UPI, IMPS, AEPS, BBPS, Internet banking, Mobile Banking and E-commerce transactions and addition of any in future.		
72	Upload of reconciled and unreconciled transactions (after confirming NIL proxy entries) in the Dispute Module of the Service provider for all the networks. Capable of downloading the disputes from the dispute module for all networks – ONUS and OFFUS. Automated processing, Dispute Management & settlement of dispute resolution at different stages under various networks, and with tie-up banks and third party transactions as per regulatory guidelines of each network.		
73	Check for duplicate entry for single claim. Check for duplicate claims and ensure that posting for single claim is done only once.		
74	Validate the transaction from database and from the Electronic Journal available.		
75	Tracking of Disputes with respect to dispensed amount and claimed amount – Customer-wise, Branch-wise. Tracking of turnaround time of dispute resolution and variance with standard time.		
76	Maintaining mirror account of the: Chargeback account and balancing of the same with credits and debits received and reporting to Bank. Issuer transactions and balancing of the same with credit /debit received on account of the debit adjustments, credit adjustments, good faith transactions.		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	<p>Acquirer transactions and balancing of the same with credit /debit received on account of the debit adjustments, credit adjustments, good faith transactions.</p> <p>Maintaining mirror account of Network pool accounts and balancing of the same with the credits and debits received and reporting the same to the Bank.</p>		
77	Monitoring the disputes at every stage and escalating within the specified period to the Network, Bank, Branches and higher authorities within the Department. After the dispute is settled, originator of disputes should be informed with the status and provided the supporting documents through CGRS / email / any other Portal. The same has to be updated in the Dispute Tracker of the Service provider and also in the Help Desk / CGRS / any other Portal specified by the Bank. Dedicated Staff should be available to respond to branches over phone and email on daily basis.		
78	<p>System should have the Provision for Bank Staff to view & track the following:</p> <ol style="list-style-type: none"> 1. Pending claims age wise. 2. settled claims with date of settlement. 3. Successful claims with proof and email to be sent to branches regarding successful claims. 4. Claims for which penalty paid and penalty amount paid in respect of all transactions issuer and acquirer. 5. Any other details as and when required. 		
79	Reporting of frauds to networks and filing of necessary formats and documents like VISA Fraud Reporting (TC40), Master SAFE Online, NPCI FRM Solution, RBI etc.		
80	Preservation and Retrieval of records for production before ombudsman/ any other authority.		
81	Resolving the disputes within the period specified by RBI / DFS/networks/ any other regulations at present and if modified in future.		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	Point of Sale (POS) Transactions / E-commerce Transactions		
82	Three Way recon between Bank Switch, Network Switch and CBS. The unmatched entries upon completion of reconciliation to be force matched based on parameters set by the Bank.		
83	The software should be able to store/retrieve network settlement files (Visa Base II, MasterCard IPM, NPCI, etc) and match before authorization of the transaction.		
84	The No Base 2 transaction records to be kept separately and matched on subsequent days with the Base 2 records. In case the record in No Base2 exists even after 30 days, then the upload file is to be prepared for reversing the debit to the customer's account.		
85	Mechanism should be there to identify No Base1 records, late presentments and duplicate processing. Immediate action is required to be taken against such transactions as per the Bank's Policy not exceeding 3 days from the date of receipt of network files.		
86	Reconciliation of POS transactions done on Indian Bank POS terminals as well as other network POS terminals (Visa/MasterCard/NPCI etc)		
87	Generation of reports (including exception) with respect to entries matched / unmatched.		
88	Generation of uploadable files as per CBS format to post exception entries to CBS as per Bank's Accounting System.		
89	Provision for uploading for acceptance of claim received from Bank. These claims should be assigned a unique identification number by the software in the league with Bank's identification numbering method. The software must validate the claim/transaction in system whether it exists.		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
90	Check for duplicate entry for a single claim and should drop the duplicate entry and maintain MIS for same.		
91	Downloading and processing of representments received, originator of disputes to be informed with the status and provided the supporting documents. The same has to be updated in the Dispute Tracker of the Service provider's system.		
92	Adjustments of accepted claims with an uploadable file in CBS format as per Bank's Accounting System.		
93	Refund Received from any Networks are to be matched with the Chargeback cases and with pending receivable entries and entries in No Base2. The entries from No Base2 records to be marked once the refund is processed so as to avoid double credit to the customers.		
94	Monitoring and checking of fees / charges/penalties levied by VISA / MasterCard/ NPCI in Settlement, checking against reports, preparation of settlement vouchers and appropriate accounting as per Bank's accounting system.		
	MIS/Reports - All reports should be web based in Portal and should be downloadable with facility to export in excel/pdf/text/csv by the respective user by using their log in credentials		
95	Daily/Monthly/quarterly/Annual reports on reconciliation, outstanding entries, receivables, payables and settlement account BGLs/GLs tally reports		
96	Daily/Monthly/quarterly/Annual reports (Network wise) of claims received, settled and outstanding claim.		
97	Daily/Monthly/quarterly/Annual reports (Network wise) of claims paid late and penalty amount paid with reason, if any.		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
98	Daily/Monthly/quarterly/Annual report of exception in Cash Loading.		
99	Daily/Monthly/quarterly/Annual reports (Network wise) of accounts with large Debit/Credit Balances		
100	Daily/Monthly/quarterly/Annual report of ATM transactions with zero hits, abnormal frequency and below normal hits		
101	Monthly and quarterly report of reconciliation, outstanding entries, receivables and payables		
102	Daily/Monthly/quarterly/Annual reports of chargeback received (accepted and rejected), penalty paid; pending claims, good faith claims with other Banks and with Bank. Monthly/Quarterly/half yearly/yearly details of chargeback report		
103	MIS on Break up of Interchange & No of transactions Network wise.		
104	Generation of reports – entries unreconciled per ATM and ATM Network wise and also POS/ e-commerce entries. Exception reports on Switch Outstanding, Core Outstanding, Tie Up Bank Outstanding, Visa/Master/NPCI Outstanding.		
105	Daily/Monthly/quarterly/Annual Reconciliation and balancing reports.		
106	Provision for creation of reports for funding the settlement accounts of VISA/ Master// NPCI any other network based on the settlement files.		
107	Day end report showing amount of chargeback/ pre-arbitration / arbitration / credit adjustment / debit adjustment / representment as per different networks and uploaded in database. Provision for generation of accepted and pending for recovery status cases for Debit Adjustments. Report for No Base1 cases where chargeback is to be initiated or recovery is to be done.		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
108	<p>List of heavy cash drawing customers</p> <p>List of customers using the ATM heavily for drawing low amounts</p> <p>List of Cards frequently used for various Value Added Services</p> <p>List of Cards sorted as per BIN and Network.</p> <p>List of Cards frequently used abroad.</p>		
109	Age-wise summary of unreconciled transactions based on the parameters specified by the Bank with number of transactions and amount.		
110	<p>Age wise Daily Report giving the details of ATMs for which C3R/CBR/CTR is not obtained.</p> <p>Age wise Daily Report giving the details of ATMs for which EOD is not done.</p> <p>Age wise Daily Report giving the details of ATMs for which the GL level reconciliation of ATM is not done.</p> <p>Age wise Details of differences in ATMs.</p> <p>These reports should be generated in excel file and sent to the concerned Branches/Zones and respective controlling departments in Corporate Office.</p>		
111	Audit trail of the entire application with periodical backup of the data to be provided to the Bank in a format readable by the Bank and specified by the Bank		
112	<p>Transaction Details based on Date / Card Number VISA/MasterCard/NPCI ISSUER SETTLEMENT</p> <p>SUMMARY of VISA/MasterCard/NPCI ACQUIRER SETTLEMENT</p> <p>SUMMARY VISA/MasterCard/NPCI INFLATED SETTLEMENT SUMMARY</p> <p>VISA/MasterCard/NPCI Money Transaction</p>		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	<p>Report VISA/MasterCard/NPCI Credit Voucher Report</p> <p>VISA/MasterCard/NPCI Petrol Transaction Difference Report</p> <p>VISA/MasterCard/NPCI Railway Transaction Difference Report. VISA/MasterCard/NPCI Foreign Exchange</p> <p>Transaction Difference Report VISA/MasterCard/NPCI TIPS/Other Transaction Difference Report</p> <p>VISA/MasterCard POS income Report Issuing/Acquirer POS fees Identification and Report generation Interchange Fee Identification and Report generation VISA/MasterCard/NPCI Issuing/Acquiring Fees Identification and Report Generation.</p> <p>VISA/MasterCard/NPCI Interchange Fee Identification and Report Generation VISA/MasterCard/NPCI Maintenance and Report generation of all Exceptional/dispute Transactions.</p> <p>VISA/MasterCard/NPCI/BOA/BOI/RBI Settlement (Tallied) Report Generation</p>		
113	<p>Monthly/Quarterly/Half yearly report to Board of directors/VISA/MasterCard/NPCI/RBI etc.</p> <p>Preparation and submission of various reports/information to Sharing Networks / Service Providers about Cards Transactions / ATMs etc, as required at Monthly / Quarterly or other such intervals.(QMR& QOC /SAFE NPCI/RBI/etc.)</p>		
114	Report on number of ATMs/BNAs which are not tallied for more than 10 days with details.		
115	<p>Monthly reports on Number of Disputes Received, Resolved, Carried over to next month. MIS reports for Disputes Received along with status (per day / per month / per network) :</p> <p>ATM /BNA wise</p>		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	<p>Date wise</p> <p>Branch wise</p> <p>Tie-up bank wise</p> <p>Others (As required by bank)</p> <p>Day end report showing amount of chargeback/</p> <p>pre-arbitration / arbitration / credit adjustment / debit adjustment/representment</p> <p>as per different networks and uploaded in database.</p>		
116	Should be able to generate periodical as well as ad-hoc reports as per the requirements of the Bank. Any other report required time to time from Bank/RBI or other governing bodies at no additional cost.		
117	On a daily basis IMPS/ UPI /BBPS/Aggregators etc., transactions should be reconciled with the files received from CBS, Switch and NPCI and identify the entries which are not reflecting in CBS but found in NPCI – whether debit or credit, and also entries not found NPCI but found in CBS – both debit and credit. System should be capable of generating uploadable files for crediting or debiting accounts in CBS for unmatched entries and also for uploading in NPCI format. Related MIS should also be made available to the bank on monthly, quarterly, half yearly and annual basis as per the bank's requirements.		
118	On a daily basis, AEPS transactions should be reconciled 4 way for Acquirer Transactions and 3 way for Issuer transactions. The files should be received from the AEPS switch, IB switch, NPCI and CBS settlement files on a daily basis and processed. Dispute management system should be available to handle the complaints. System should provide report of debit/credit entries received from NPCI for debiting or crediting the accounts in CBS. So also system should provide report of debit/credit entries received from CBS for uploading files in NPCI		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

Sl. No	Scope of work and functional & technical requirements for Outsourcing of Transaction Reconciliation and Accounting System and Processing of ATM / Debit Card and Non-Cards transaction data on Pay Per Transaction basis	Complied/Not Complied	Deviations (If any)/Remarks
	format and also for pro-credit to be given to other bank customers. MIS for this purpose should be provided to the bank at EOD. Related MIS should also be made available to the bank on monthly, quarterly, half-yearly and annual basis as per the bank's requirements.		
119	New development / Modifications required in the offered solution in future as per the requirement of the Bank for cash forecasting/ reconciliation of Card and/or Non-Card transactions should be carried out at no extra cost to the Bank.		
120	All card data(Rupay/Mastercard/Visa/any other card) should be stored in the Database in encrypted format only.		
121	Any future requirement of Card/Cardless Transaction Reconciliation and related Dispute Management should be carried out by the bidder at no additional cost. However, Bank will make payment for reconciliation on pay per transaction basis.		
122	Migration Support. Indian Bank may not renew the contract after expiry of the same. Bank may decide to terminate the contract as per clause mentioned in RFP. In such case, Successful Bidder has to provide complete migration support to incoming vendor without any additional cost to Bank. Bidder has to handover all the data / files / reports to Bank or Service Provider decided by Bank.		
123	Maintaining the old Reconciliation data in History Data Base for accessing the same, as and when required. Co-ordinating with existing vendor/CDC for smooth data migration.		

We comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

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

Ref: CO: ATMSC:001:2021-22

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

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

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

For

Office Seal

(Authorised Signatory)

Place:

Name:

Date:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

Ref: CO: ATMSC:001:2021-22

PART - II

Commercial Bid (To be submitted after online reverse auction process)

The Asst. General Manager (ATMSC)
CO: Digital Banking Division
Indian Bank
66, Rajaji Salai
Chennai 600 001.

Dear Sirs,

Sub: Request for Proposal (RFP) for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis.

Ref: 1. Your RFP No. CO:ATMSC:001:2021-22 dated 06/05/2021.
2. Online Reverse Auction Dated _____

Further to the online reverse auction conducted on _____, we submit hereunder the price details for Request for Proposal for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis as per the specifications given in Part-I.

	Per Transaction Cost (in Rs.) (a)	Transactions considered for reconciliation per month (b)	Total Cost in Rs.(Excluding Taxes) (c = a X b)
1st Slab(No. of transaction upto 15 crore) - Transaction cost	x	15,00,00,000	
2nd Slab(No. of transaction above 15 crore) - Transaction cost	X*0.80	3,80,00,000	
Total Cost for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis per month		18,80,00,000	@

Total Amount in words: Rupees _____

@ The bidder has to quote the Total Cost in the online reverse auction. The number of transactions furnished above is only to arrive lowest quoted (L1) bidder. Bank does not guarantee for the above mentioned quantity of transactions. The payment shall be made for the actual number of transactions processed during the particular month by the successful bidder on the basis of per transaction cost quoted above. If the number of transactions exceeds from slab 1(i.e. above 15,00,00,000/-), then the rate of 2nd slab will be applicable for no. of transactions above 15,00,00,000.

Ref: CO: ATMSC:001:2021-22

Please note that, failure or refusal to offer the services at the price committed through Reverse Auction shall result in forfeiture of the Bid Security Deposit to Bank. This is not withstanding the Bank's right to take any other action deemed fit, including claiming damages & "Black Listing" the bidder from participating in future Tenders that would be floated by the Indian Bank for a period found fit by the Indian Bank.

NOTES:

- The prices quoted by bidders shall be inclusive of all charges including incidental services if any but exclusive of Taxes for Transaction Reconciliation processing of ATM/Debit Card and cardless transactions data.
- Applicable TDS, if any, will be deducted from the payment.
- Payment will be made only for:
 - (a) Successful on us financial transactions,
 - (b) Successful off us financial
 - (c) On us and off us reversal transactions,
 - (d) Successful refund transactions

We submit that we shall abide by the details given above and terms and conditions given in Bid document.

Office Seal

Place:
Date:

For

(Authorized Signatory)

Name:
Designation:
Mobile No:
Business Address:
Telephone No:
E-mail ID:

Ref: CO: ATMSC:001:2021-22

ANNEXURE-1: BID FORM

FORM OF BID

(Bidders are required to furnish the Form of Bid)

Date:

To

Assistant General Manager (ATMSC)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIIrd Floor)
#66, Rajaji Salai, Chennai-600 001
India

Sub: Request for Proposal (RFP) for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis.

Ref: Bid Document No. CO:ATMSC:001:2021-22 dated 06/05/2021.

Having examined the Bidding Documents including Addendum/s & corrigendum/s, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for Transaction Reconciliation of Card and Cardless transaction data for Indian Bank, in conformity with the said Bidding Documents, in accordance with the Schedule of Prices to be submitted during the online reverse auction.

We undertake, if our bid is accepted, to deliver and implement the solution in accordance with the delivery schedule specified.

We undertake to provide declaration as per RBI Circular DPSS.CO.OD.No.2785/06.08.005/2017-2018 dated April 6th , 2018 on Storage of Payment System Data.

If our bid is accepted, we will obtain Guarantee of a Scheduled Commercial Bank in a sum equivalent to Performance Security for **3%** of the estimated project cost for 3 years (total cost quoted during the online reverse auction (as per Part-II of RFP) multiplied by 36) for the due performance of the Contract, in the form prescribed by the Bank.

We agree for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, Bank Guarantee towards Earnest Money Deposit, if required.

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

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

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

Ref: CO: ATMSC:001:2021-22

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

Declaration:

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
3. We confirm that this response, for the purpose of short-listing, is valid for a period of 180 days, from the last date for submission of response to RFP.
4. We have noted the contents of the RFP and we confirm that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Dated this day of 202.....

.....
Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

Name
Mobile No.....

Email Address.....

Ref: CO: ATMSC:001:2021-22

ANNEXURE-2 BIDDER'S PROFILE

Particulars to be provided by the bidder in the technical proposal.

Description	Response
Name of the Company	
Postal Address	
Address of Registered Office	
Telephone, Fax, Mobile numbers of key Executives/Directors	
E-mail address	
Year of commencement of business	
Certifications	
No. of Staff – Technical support / Software development	
No. of Staff – Functional / Operations	
Total No. of staff	
Whether for the process of transaction reconciliation, bidder has ever been cautioned / reprimanded / blacklisted or have had its contract revoked / terminated by any concern to which it was under contract for transaction reconciliation, or by any regulatory or statutory body or RBI or the Indian Banks Association (IBA) etc. Please provide the details, if any.	
Name, Designation, Tel No, email of the authorized official submitting the application	

Ref: CO: ATMSC:001:2021-22

KEY / SENIOR OFFICIALS / DIRECTORS

<u>S. No.</u>	<u>Name</u>	<u>Designation</u>	<u>Qualification</u>	<u>With the Company since</u>	<u>Line of Experience</u>

FINANCIAL INDICATORS (Rs in crores)

Item	2017-18	2018-19	2019-20
Turnover from Business in India			
Profit after Tax from Business in India			
Capital and Reserves			

Audited Balance Sheet and P&L of the bidder to be submitted for the last three years.

Place:

Date:

Seal & Signature of the Authorized Official

Ref: CO: ATMSC:001:2021-22

ANNEXURE-3: LIST OF INSTALLATIONS/IMPLEMENTATIONS

**LIST OF TRANSACTION RECONCILIATION AND ACCOUNTING SYSTEM & CASH
FORECASTING IMPLEMENTATIONS**

Description	Details	
No of Implementations		
Names of Banks and number of daily transactions being processed.		
Customer / Bank contact details for reference calls		
Any additional details the BIDDER would like to furnish		

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

ANNEXURE – 4: SELF DECLARATION – BLACKLISTING & IT ACT

To

Date:

Assistant General Manager (ATMSC)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIIrd Floor)
#66, Rajaji Salai, Chennai-600001
India

Dear Sir,

Sub: Request for Proposal (RFP) for "Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis.

Ref: RFP No. CO:ATMSC: 001 :2021-22 Dated 06/05/2021.

We hereby certify that,

1. We have not been blacklisted currently by any Government Dept / Agency, PSU / PSB / Financial Institution.
2. We will comply with the terms of Information Technology ACT 2000 and subsequent amendments while providing the solution for Transaction Reconciliation of Card and Cardless transactions.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

ANNEXURE-5: BID SECURITY DECLARATION

To,
The Assistant General Manager (ATMSC)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIIrd Floor)
#66, Rajaji Salai, Chennai-600 001
India

Date

Dear Sir,

Sub: Request for Proposal (RFP) for "Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis".

Ref: RFP No. CO:ATMSC: 001 -2021-22 Dated 06/05/2021.

We declare that, we will not withdraw our bid during the period of bid validity specified in this RFP and we will not fail or refuse to execute the Agreement and furnish the performance security as specified in the RFP.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

ANNEXURE-6: DECLARATION OF SOURCE CODE AUDIT

To,
The Assistant General Manager (ATMSC)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIIrd Floor)
#66, Rajaji Salai, Chennai-600 001
India

Date

Dear Sir,

Sub: Request for Proposal (RFP) for "Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis".

Ref: RFP No. CO:ATMSC:001:2021-22 Dated 06/05/2021.

We declare that, source code of our application has been audited by professionally competent personnel/service providers.

We further declare that if we become successful bidder (L1 bidder), we will submit the proof of Source Code Audit to the Bank.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Ref: CO: ATMSC:001:2021-22

Date: 06.05.2021

ANNEXURE-7: PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date:

To:

INDIAN BANK, CHENNAI, INDIA.

WHEREAS (Name of Selected bidder) hereinafter called "the Selected bidder") has undertaken, in pursuance of Contract No..... dated, for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis (hereinafter called "the Contract") to you.

AND WHEREAS it has been stipulated by you in the said Contract that the Selected bidder shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein as security for compliance with the Selected bidder's performance obligations in accordance with the Contract including Maintenance and Repairs of the entire system including cost of spares during warranty period.

AND WHEREAS we have agreed to give the Selected bidder a Guarantee:

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

This guarantee is valid until theday of.....202.....and claim period is upto

Signature of Authorized Official with Seal

Date.....202..

Address:

.....

NOTE:

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

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ANNEXURE – 8: PRE BID QUERY FORMAT

Bidder's request for Clarification - to be submitted minimum of two days before pre bid meeting.

If bidder, desiring to respond to RFP for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis, require any clarifications on the points mentioned in the RFP may communicate with Indian Bank using the following format.

All questions received at least two days before the pre-bid meeting will be formally responded to and questions/points of clarification and the responses will be ported in Bank's website. The source (identity) of the bidder seeking points of clarification will not be revealed. Alternatively, Indian Bank may at its discretion, answer all such queries in the Pre-bid meeting.

Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis – RFP	BIDDER'S REQUEST FOR CLARIFICATION	
To be mailed, delivered	The Assistant General Manager, ATMSC Address and email id given in the schedule	
Name of Organization submitting request	Name & position of person submitting request	Full formal address of the organization including phone, fax and email points of contact
		Tel:
		Email:
	Please Tick preferred contact option	
Section Number / Page Number/ Point Number:	RFP Clause	Query description

Name and signature of Authorized Person
issuing this request for clarification

Signature/Date

Official Designation

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ANNEXURE – 9: CHECK LIST

The bidder has to ensure that the following have been submitted as a part of the RFP submission process. Failure to provide any of the documents as detailed below could lead to the disqualification of the bidder from the bid.

S.No.	Criteria	Documents to be submitted as proof
1	Bidder should be able to provide turnkey solutions for "Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis" using bidder's own software.	Copy of the certificate to establish the ownership of the software should be submitted along with the bid. E.g. Patent certificate or PA-DSS Certificate mentioning the bidder as the owner of software
2	Bidder should have at least 3 years of experience in providing service to Public Sector Banks in Transaction Reconciliation of Card and Cardless transaction including Onus, Mastercard, VISA, RUPAY, UPI, IMPS, BBPS, AEPS and various payment gateway arrangements	Copies of experience certificates issued by bidder's clients for having provided the above services prior to 01.04.2018 should be submitted by the bidder. For each of the above services, certificate should be submitted from minimum one client
3	Bidder should have implemented the solutions for Transaction Reconciliation Processing of ATM / Debit Card and Cardless transaction in at least two scheduled commercial banks out of which one should be a public sector bank	Copies of certificate for satisfactory services issued by 2 Scheduled Commercial Banks
4	Bidder should have implemented Settlement, Clearance and Chargeback solutions as per the regulations of International Payment Clearance Houses such as Mastercard, VISA and RuPay and any other such solutions should have been certified by the Clearing Houses either directly or through any Bank	Copies of the Certificates issued by MasterCard, Visa, NPCI / any such Agency mentioning the bidder as the clearing service provider.
5	Bidder should be a limited company in India completed 5 years as on 31.12.2020 having minimum turnover of Rs.30 crores (Rupees Thirty crores only) per year	Copies of Certificate of Registration / Incorporation of the bidder and Copies of the Audited Balance Sheet
6	The bidder should be net profit earning organisation for the last three financial years i.e.2017-18, 2018-19 & 2019-20	Copies of the Audited Balance Sheets and copy of the latest Income Tax Return Acknowledgement
7	The Bidder should not have been blacklisted by any Government Dept/PSU/Banks currently.	Self Declaration as per the format given in Annexure-4 should be attached.
8	Detailed Implementation & Migration Plan	Detailed Implementation & Migration Plan Proposed By The

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		Bidder (To be submitted on Bidder's Letter Head)
9	Authorization letter for signing the bid and the board resolution or power of attorney in the name of the official issuing the authorization letter, if applicable.	Authorization letter on bidder's letter head.
10	Technical Compliance	Compliance to be given as per Part – I
11	Bid Security Declaration	Bid Security declaration as per Annexure-5.
12	Bid Form	As per Annexure-1
13	Escalation Matrix of Bidder	To be submitted on bidder's letter head
14	Demand Draft towards the cost of bid documents	Copy of Demand Draft.
15	Bidder's Profile	As per Annexure-2
16	Duly filled list of installations/implementations	As per Annexure-3
17	Declaration for Source Code Audit	As per Annexure-6
18	Declaration for MSME Benefits (if any)	As per Annexure-12
19	Integrity Pact (To be submitted on stamp paper)	As per Annexure-13
20	A brief write-up, backed with adequate data, explaining bidder's capabilities and experience in the area of transactions reconciliation and accounting related services as detailed in this RFP.	Write-up to be submitted on bidder's letter head
21	Details of the Requirements from Bank, as per RFP terms	Requirements from Bank, to be submitted as per RFP terms
22	Undertaking for submission of declaration as per RBI Circular DPSS.CO.OD.No.2785/06.08.005/2017-2018 dated April 6th , 2018 on Storage of Payment System Data	Undertaking for submission of declaration as per RBI Circular on Storage of Payment System Data
23	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder

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ANNEXURE-10: NON DISCLOSURE AGREEMENT

NON DISCLOSURE AGREEMENT

This Agreement made at _____, on this _____ day of _____ 2021 **BETWEEN** _____ a company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as "Service Provider" which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

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

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

WHEREAS:

The Bank is interalia engaged in the business of banking and M/s ... has engaged in the business of

The Bank has placed order on the service provided for..... ((hereinafter referred to as "**the Purpose**") vide purchase order no..... dated.... And the service provider has accepted the same and the parties have entered in an contract on.....

In the course of performance of obligations under the said Purchase order/contract, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information.

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

1. Confidential Information:

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the performance of obligations under the above contract and in connection with the purpose. Confidential Information shall include data, any copy, abstract, extract, sample, note or module thereof.

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

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

- a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it, from the Disclosing Party,

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

2. Use of Confidential Information:

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

3. Non-disclosure:

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

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

4. Publications:

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

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with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

5. Term:

This Agreement shall be effective from the date hereof and shall continue till termination of the above said purchase order/contract between the Parties. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

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

6. Title and Proprietary Rights:

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

7. Return of Confidential Information:

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

8. Remedies:

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

9. Entire Agreement, Amendment, Assignment:

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this

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Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

10. Governing Law and Jurisdiction:

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

11. Dispute resolution mechanism

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

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

12. Severability

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

13. General:

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

14. Indemnity:

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

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

For and on behalf of

Name of Authorized signatory:

Designation:

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ANNEXURE-11: CONTRACT FORM

THIS AGREEMENT made theday of.....2021 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids vide Ref: CO: ATMSC: 001:2021-22 dated 06.05.2021 for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for..... (Contract Price in Words and Figures) (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the functional and technical requirements;
- (c) the Conditions of Contract;
- (d) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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	Per Transaction Cost (in Rs.) (a)	Transactions considered for reconciliation per month (b)	Total Cost in Rs.(Excluding Taxes) (c = a X b)
1st Slab(No. of transaction upto 15 crore) - Transaction cost	x	15,00,00,000	
2nd Slab(No. of transaction above 15 crore) - Transaction cost	X*0.80	3,80,00,000	
Total Cost for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction Basis per month		18,80,00,000	@

TOTAL VALUE:

DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the
said (For Indian Bank)
in the presence of:.....

Signed, Sealed and Delivered by the
said (For the Supplier)
in the presence of:.....

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ANNEXURE-12: UNDERTAKING FOR MSME BENEFITS

To

Date

Assistant General Manager (ATMSC)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIIrd Floor)
#66, Rajaji Salai, Chennai-600001
India

Dear Sir,

Sub: Request for Proposal (RFP) for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis

Ref: Your RFP no. CO: ATMSC: RFP: 01: 2021-22 Dated 06/05/2021

We have carefully gone through the contents of the above referred RFP and hereby undertake and confirm that, as per the Govt. Of India guidelines, we are eligible to avail the following MSME benefits in response to your RFP floated, as referred above.

a) Issue of Tender Documents to MSEs free of Cost

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

Yours Sincerely

For M/s _____

Signature

Name:

Designation: Director/Company Secretary

Place:

Date:

Seal & Stamp

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ANNEXURE-13: INTEGRITY PACT

INTEGRITY PACT

Between

Indian Bank hereinafter referred to as "The Bank"

and

..... Hereinafter referred to as "The Bidder/Contractor"

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidders(s) and / or Contractor(s).

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

Section 1 – Commitments of the Bank

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

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

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

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

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

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

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

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
- e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4 – Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit /Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to performance Bank Guarantee.

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Section 5 – Previous Transgression

1. The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprises in India that could justify his exclusion from the tender process.
2. The Bidder agrees that if he makes incorrect statement on this subject, bidder is liable to be disqualified from the tender process or the contract, if already awarded, is liable to be terminated for such reason.
3. The imposition and duration of the execution of the bidder will be determined by the bidder based on the severity of transgression.
4. The Bidder/Contractor acknowledges and undertakes to respect and uphold the Bank absolute right to resort to and impose such exclusion.
5. Apart from the above, the Bank may take action for banning of business dealings/holiday listing of the Bidder/ Contractor as deemed fit by the Bank.
6. If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has implemented a suitable corruption prevention system, the Bank may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

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

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

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

Section 8 – Independent External Monitor / Monitors

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

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the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.

3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by the Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

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

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

Section 10 – Examination of Books of Accounts

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

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Section 11 – Other provisions

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

The parties hereby sign this Integrity Pact aton

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Place -----

Date -----

Date -----

Witness 1:

Witness 1:

(Name & Address) -----

(Name & Address) -----

Witness 2:

Witness 2:

(Name & Address) -----

(Name & Address) -----

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ANNEXURE-14: SERVICE LEVEL AGREEMENT (SLA)

THIS AGREEMENT made theday of.....,2021 between Indian Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Corporate Office at 254-260, Avvai Shanmugham Salai, Chennai 600 014 (hereinafter "the purchaser/Bank") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns, of the one part and

M/s, ("Name of Supplier") (hereinafter called "The Supplier") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and permitted assigns, of the other part:

WHEREAS the Bank invited bids vide RFP No..... for..... (Brief Description of Services to be mentioned) (hereinafter referred to as "the said services") and has finalized and accepted the bid submitted by the Supplier for the provision of the said services

Now therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto more fully agree that supplier shall provide the said services as per the terms provided hereunder.

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

1) Service Level Agreement (SLA)

➤ **Timelines for Implementing the solution and liquidated Damages for Delay in implementation**

The selected bidder shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project implementation at Chennai. However, for escalation purpose, details of other persons shall also be given.

The successful bidder has to necessarily comply with time schedule for the following activities:

Activity	Timelines for completion	Liquidated damages
A: Installation of solution at Bank's Primary Data Center in Chennai	2 weeks from the date of acceptance of the PO.	The total time to complete the entire activities is 10 weeks from the date of acceptance of the purchase order by the successful bidder. Any delay in completing any or all will attract penalty at the rate of
B: Migration of data from the existing system to the service provider's system and testing of all the existing functionalities specified in the RFP.	6 weeks from the date of acceptance of the PO.	
C: Parallel run of the new reconciliation system along with the existing system.	8 weeks from the date of acceptance of the PO.	

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<p>D: Commencement of live operations from the new system. Implementation of Cash Forecasting System.</p>	<p>10 weeks from the date of acceptance of the PO.</p>	<p>Rs. 25,000/- (Rupees Twenty five thousand only) per day.</p> <p>If there is a substantial penalty for delay maximum up to 10 (ten) weeks in implementation, the bank may initiate other punitive measures including but not limited to invoking performance bank guarantee, termination of contract and other recourses available to the Bank</p>
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➤ **Service Level Penalties**

1. Successful bidder shall complete the daily reconciliation within 4 hours after receiving the files. If the successful bidder fails to complete the same within 4 Hours, the Bank shall, without prejudice to its other remedies, deduct from the payment, as penalty, a sum equivalent to 5% of the monthly charges payable per each day of delay in reconciliation services until completion, up to a maximum deduction of 50%. Once the maximum is reached, the Bank may consider termination of the contract.
2. Successful bidder has to maintain an uptime of 99.50% for the solution implemented by them. If the downtime exceeds 0.50% during any month, Bank will levy, in addition to the applicable penalty for delay in processing the files, a penalty of Rs.10,000/- (Rupees Ten thousand only) per hour or part there of up to a maximum of Rs.1,00,000/- (Rupees One lac only) per month. Monthly Report on uptime should be submitted along with Invoice. Once the maximum is reached, the Bank may consider termination of the contract
3. The above penalties will be applicable, if the solution is not working because of any reason attributable to the Successful bidder including malfunctioning of the Software, non-availability of human resources. The Successful Bidder may provide temporary equivalent replacement as a workable solution to avoid the above penalties.
4. The liquidated damages / penalty shall be deducted / recovered by the Bank from any money due or becoming due to the Successful bidder under this purchase contract or may be recovered by invoking of Bank Guarantee or otherwise from bidder or from any other amount payable to the Successful bidder in respect of other Orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under in the contract.
5. All the Penalty / Liquidated Damages are independent of each other and are applicable separately and concurrently.

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

➤ **Payment Terms**

1. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the Successful Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Bank.
2. Payment will be made only for:
 - a. Successful on us financial transactions,
 - b. Successful off us financial,
 - c. On us and off us reversal transactions,
 - d. Successful refund transactions
3. The payments will be released only through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
4. The payment will be released after deducting applicable TDS and penalty.
5. The selected bidder shall raise the invoice on a monthly basis on completion of work and the payment shall be released within 15 days on submission of invoice along with all required documents like details of transaction count, Monthly Uptime Report and after verification of transaction count by the Bank.

➤ **Order Cancellation**

1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:
 - Delay in delivery and / or implementation of solution beyond the specified period.
 - Serious discrepancies noted in the solution delivered.
 - Breaches in the terms and conditions of the Order.
 - Non satisfactory performance of Successful bidder during the contract period.
2. In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee given by the Successful bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

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3. Bank shall serve the notice of termination to the Successful bidder at least 30 days prior, of its intention to terminate services during the contract period.

2) Roles & Responsibility during Project Implementation

5.1. Responsibilities of the Successful Bidder.

- ix. To deliver and install the complete solution within the timelines specified in the RFP.
- x. To migrate the data from the existing system of the Bank.
- xi. To maintain an uptime of 99.50% for the solution provided by them with fallback arrangements in the event of any disaster.
- xii. To make customizations in the solution based on the requirements of the Bank during the contract period at no additional cost to the Bank.
- xiii. To maintain the licenses for 3rd party software installed by them at the Bank's premises, if any.
- xiv. To provide minimum of 20 manpower (at least ten skilled persons for reconciliation, at least two for GL/BGL/account tallying, at least three for disputes handling, at least two technical persons for development and one DBA for maintain and administering Database activities) to maintain the solution and to perform daily operations during the contract period. Sufficient Manpower should be available on all days to complete the Reconciliation with in TAT period, GL/BGL tallying and handling of overall disputes operations including but not limited to raising of chargebacks, pre-arbitration, arbitration, good faith, reporting the status of the dispute to the originator (Bank, branch, customer etc.) via Bank's specified portal, e-mail, phone and providing supporting documents to the above, as and when required. Two manpower should be available from 8 am and at least two should be available till the end of the day's work is finished at Bank. Others may come in general shift.
- xv. To provide data and MIS reports to the Bank as and when required.
- xvi. To provide training to the Bank staff on operations of the solution as and when required.

5.2 Responsibilities of the Bank:

- viii. To provide the necessary hardware, personal computer, work space and other infrastructures such as power, connectivity and printers at the Bank's premises for the successful bidder to perform the day to day operations as per the terms of the RFP.
- ix. To designate a nodal officer who will be the single point of contact for the Service Provider for implementation of the solution.
- x. To approve the format of the settlement files provided by the successful bidder.
- xi. To perform User Acceptance Test for the features of the solution.
- xii. To obtain the input files from external systems and providing to the successful bidder for processing.

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- xiii. To liaison with the existing service provider for obtaining the data to be migrated to the solution provided by the successful bidder.
- xiv. To make payment to the services provider as per the terms of RFP.

3) Patent Rights

The Selected bidder shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods / services or any part thereof in India or Abroad.

The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.

The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim

The supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive licence throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

4) Indemnity

- The Successful bidder shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of:
 - iii. The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Successful bidder;
 - iv. Any contravention or Non compliance with any applicable laws, regulations, rules, statutory or legal requirements by the Successful bidder;
- Further, the Successful bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of PCI-DSS & PA-DSS Certificates claimed and submitted by them, if any.

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- iii. All indemnities shall survive notwithstanding expiry or termination of the contract and the successful bidder shall continue to be liable under the indemnities.
- iv. Claims made by the Bank/third parties in case of infringement of Intellectual property rights or for claims relating to the loss of damage to real property and tangible personal property and for bodily injury or death, loss incurred by Bank on account of bugs in the solution offered and in these cases the liability will be unlimited.

5) Inspection of Records

Bank at its discretion may verify the accounts and records or appoint third party for verification including an auditor for audit of records including the solution provided to the Bank under the RFP and the Service Provider shall extend all cooperation in this regard.

Service Provider shall provide unrestricted access to its premises and records being maintained with regard to the job being performed as per its contract with the Bank, to the authorized personnel of the Bank / its auditors (internal and external)/ any statutory / regulatory authority / authorized personnel from RBI to carry out any kind of process of audit including that of its operations and records related to the Bank, as per its own satisfaction at the office / factory or any other premises of the Service Provider, in the presence of representatives of the Service Provider, at any point of time by giving notice.

6) Assignment

The Service Provider shall not assign to any one, in whole or in part, its obligations to perform under the RFP/contract, except with the Bank's prior written consent.

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 Service Provider under this RFP. In such case, decision of the new entity will be binding on the successful bidder.

7) Publicity

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

8) Guarantees

The Service Provider should guarantee that the software/solution supplied to the Bank includes all patches, upgrades/ updates etc., and the same are licensed and legally obtained. All software must be supplied with their original and complete printed documentation.

9) Documents

The necessary licences and other documents wherever necessary for implementation of Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per

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Transaction Basis have to be submitted to the Bank. Bidder has to ensure that no unauthorised software/application is used in implementation of the project.

10) Amendments to the Agreement

Once contract agreement is executed with the successful bidder, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.

11) Other Contract Agreement Conditions

- Bidder shall not assign any rights or obligations herein without obtaining the prior consent of the Bank.
- No forbearance, indulgence, relaxation or inaction by any Party [Bank or Bidder] at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
- All remedies of either Bank or Bidder under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.
- If any provision of Agreement or the application thereof to any person or Party [Bank/Bidder] is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties [Bank and Bidder] shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- If during the term of Agreement, the performance in whole or in part by either Party [Bank/Bidder] of any obligations under the Agreement is prevented or delayed by reason of war, destructive act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemic, quarantine restrictions, strikes, lock-outs, or acts of god (hereinafter referred to individually as an "Event" the notice of happening of which shall be given by either Party to the other within seven days of the date of occurrence of such Event), neither Party [Bank nor Bidder] shall be entitled to terminate this Agreement nor have any claim for damages against the other by reason only of such non-performance or delay in performance.

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- None of the provisions of Agreement shall be deemed to constitute a partnership between the Parties [Bank and Bidder] and neither Party [Bank nor Bidder] shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- Agreement shall not be intended and shall not be construed to confer on any person other than the Parties [Bank and Bidder] hereto, any rights or remedies herein.

12) Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the Bank may after giving notice in writing to the selected 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 selected 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 selected bidder.

13) Performance Security

Within fifteen (15) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish Performance Security for **3%** of the estimated project cost for 3 years (total cost quoted during the online reverse auction (as per Part-II of RFP) multiplied by 36) in the form of Bank Guarantee valid for a period of **forty-two (42) months** from the date of issue with further one-month claim period as detailed below as per the format given in Annexure-7.

The Service Provider shall be responsible for extending the validity date and claim period of the Bank guarantee as and when it is due, on account of non-completion of the project.

The performance security submitted by the supplier shall be invoked by the Bank if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

The performance security shall be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract. The Successful bidder's performance obligations under the Contract include support / co-operation for migrating the data to new service provider identified at the end of the contract period.

14) Jurisdiction

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

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15) Limitation of Liability

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

This limit shall not apply to third party claims for

- c. IP Infringement indemnity
- d. Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. 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 bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.
- e. Supplier shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

For (a) and (b) above, the liability is limited to the Compensation awarded by court of law.

16) Intellectual Property Rights

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

Bidder warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever. Bidder warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copyrights, patents and other intellectual property rights of any nature whatsoever.

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

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

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

17) Use of Contract Documents and Information

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

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

18) Settlement of Disputes

d. 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 disputes or difference by mutual consultation.

e. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, 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.

f. 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.

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Arbitration proceedings shall be conducted in accordance with the following rules of procedure.

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

(e) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the 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.

(f) 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.

(g) 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.

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

(g) 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.

(h) Notwithstanding any reference to arbitration herein,

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

d. 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.

19) Exit Requirements

In the event of Agreement comes to end on account of termination or by the expiry of the term / renewed term of the Agreement or otherwise, the Supplier shall render all

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reasonable assistance and help to the Bank and to any new vendor engaged by the Bank, for the smooth switch over and continuity of the Services.

20) Termination for Convenience

The Bank, by 30 days written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

21) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- e. if the Selected 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;
- f. if the Selected bidder fails to perform any other obligation(s) under the Contract.
- g. If the Selected bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- h. In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing.

'For the purpose of this clause:

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

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

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

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22) Force Majeure

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

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

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

23) Confidentiality

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

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

24) Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid as per Annexure-13 of the RFP. Integrity Pact is an agreement between the prospective bidders and the buyer committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.

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

25) Adoption of Integrity Pact

- The Pact essentially envisages an agreement between the prospective bidders and the Bank, committing the persons /officials of both sides, not to resort to any corrupt practices in any aspect/ stage of the contract.
- Only those bidders, who commit themselves to the above pact with the Bank, shall be considered eligible for participate in the bidding process.
- The Bidders shall submit signed Pre Contract integrity pact as per Annexure-13. Those Bids which are not containing the above are liable for rejection.
- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Integrity pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

1. Shri. Brahm Dutt, IAS (Retd) Email: dutt.brahm@gmail.com
2. Shri. Balraj Joshi, Ex-CMD, NHPC (Retd) Email: balrajjoshi@hotmail.com

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

26) General Terms

- The relationship between the Bank and Successful Bidder/s is on principal to principal basis. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship or principal and agent or master and servant or employer and employee between the Bank and Successful Bidder/s hereto or any affiliates or subsidiaries thereof or to provide any party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party.
- The cost of preparing the proposal including visit / visits to the Bank by the bidder is not reimbursable.
- All pages of the Bid Document, Clarifications/Amendments if any should be signed by the Authorised Signatory (POA proof to be submitted). A certificate of authorization should also be attached along with the bid
- The Bank is not bound to accept any of the proposals submitted and the Bank has the right to reject any/all proposal/s or cancel the tender without assigning any reason therefore.
- The bid should be valid for 180 days from the date of submission of bid.
- Detailed documentation of installation and solution has to be provided after successful installation.
- Performance issues to be solved by the supplier without any additional cost to the bank.
- The service provider has to provide details of single point of contact viz. name, designation, address, e-mail address, telephone/mobile no., fax no. etc.
- The selected Bidder shall indicate the authorized signatory/ies who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.
- The Bidder or any of its holding/subsidiary/joint-venture/ affiliate / group/ client companies or any of their employees / officers / staff / personnel representatives/agents shall not, under any circumstances, be deemed to have any

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employer-employee relationship with the Bank or any of its employees/officers/staff/representatives/ personnel/agents.

- The Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc., engaged by the Bidder and shall be vicariously liable for all the acts, deeds, matters or things, of such persons whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the bidder, for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the bidder shall be paid by the bidder alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Bidder's employees, agents, contractors, subcontractors etc. The bidder shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Bidder's employees, agents, contractors, subcontractors etc.
- Bidder should provide declaration as per RBI Circular DPSS.CO.OD.No.2785/06.08.005/2017-2018 dated April 6th, 2018 on Storage of Payment System Data.
- The Successful Bidder should provide the certificate on half-yearly basis (As per Annexure-15) which must clearly state the following:
 - Audit has been conducted by CERT-IN empanelled auditors covering the scope areas indicated above.
 - Auditors must certify that the guidelines indicated by RBI vide the circular reference DPSS.CO.OD.No.2785/06.08.005/2017-2018 dated April 6th , 2018 has been complied with.

The following documents shall be deemed to be form and be read and construed as part and parcel of this agreement viz;

- a) RFP No.....dated.....for.....
- b) The Bid Form and the price schedule submitted by the Bidder
- c) The Purchaser's notification of award
- d) Contract form dated

In the event of any conflict between the RFP and this Agreement, the provisions contained in the RFP shall prevail over this agreement.

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

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Date: 06.05.2021

Signed, Sealed and Delivered by the

said..... (For Indian Bank)

In the presence of:

Signed, Sealed and Delivered by the

said (For The Supplier)

In the presence of:

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ANNEXURE-15: UNDERTAKING FOR AUDIT BY CERT-IN EMPANELLED AUDITORS
(TO BE SUBMITTED ON HALF YEARLY BASIS BY SUCCESSFUL BIDDER)

To

Date

Assistant General Manager (ATMSC)
CO: Digital Banking Division
Indian Bank
Head Office Building (IIIrd Floor)
#66, Rajaji Salai, Chennai-600001
India

Dear Sir,

Sub: Request for Proposal (RFP) for Outsourcing of Transaction Reconciliation of Card and Cardless transaction on Pay per Transaction basis

Ref:

4. Your RFP no. CO: ATMSC: RFP: 01: 2021-22 Dated 06/05/2021.
5. Purchase Order No.

With reference to the above, we hereby declare that, Audit has been conducted by CERT-IN empanelled auditors covering the scope areas indicated by RBI vide the circular reference DPSS.CO.OD.No.2785/06.08.005/2017-2018 dated April 6th, 2018.

Yours Sincerely

For M/s _____

Signature of the Authorized Signatory

Name:

Designation:

Place:

Date:

Seal & Stamp: