

Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**"SWITCHING SOLUTION FOR POINT OF SALE (POS) ACQUIRING BUSINESS"**

Date and time of Pre Bid Meeting	<b>22/08/2022 at 03:00 PM</b>
Last Date for receipt of bids	<b>02/09/2022 at 03:00 PM</b>
Date and time of opening Technical bids	<b>02/09/2022 at 03:30 PM</b>

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**SCHEDULE**

1)	Tender Reference Number and Date	RFP No. CO:DBD:MAC:02:2022-23 Date: 12/08/2022
2)	Last date for seeking Pre-bid clarifications/ queries through email to following email ids (Post purchase of Bid document)  <a href="mailto:shanthi.sk@indianbank.co.in">shanthi.sk@indianbank.co.in</a> <a href="mailto:prabhat.k@indianbank.co.in">prabhat.k@indianbank.co.in</a> <a href="mailto:amitkumar.sahoo@indianbank.co.in">amitkumar.sahoo@indianbank.co.in</a> <a href="mailto:poscell@indianbank.co.in">poscell@indianbank.co.in</a>	<b>22/08/2022 till 03:00 PM</b>
3)	Pre-bid Meeting	<b>22/08/2022 at 03:00 PM</b>
4)	Last Date & Time for submission of Bids in Online & Offline Mode	<b>02/09/2022 at 03:00 PM</b>  Address for physical submission  Asst. General Manager Indian Bank, Head Office: DBD, Ground Floor 66, Rajaji Salai, Chennai, Pin-600001  Online submission web link: <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>
5)	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. Annexure XVII should be in Bank's letter head with authorisation.  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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6)	Documents which is to be submitted physically by Bidders (Offline Mode)	<p><b>1. Earnest Money Deposit/Bid Security</b></p> <p><b>2. DD towards Cost of bid document (RFP)</b></p> <p>(Alternatively bidders can transfer the cost of bid document in the following account number through NEFT/RTGS/IMPS/UPI etc.)</p> <p><b>Account No.: 6364222392</b>  <b>Account Name: INDIAN BANK POS FUNDS ACCOUNT</b>  <b>IFSC Code: IDIB000R021</b>  <b>Branch: Royapettah</b></p> <p><b>3. Integrity Pact</b></p> <p>Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 &amp; 2.</p>
7)	Earnest Money Deposit (EMD) / Bid Security Guarantee	<p><b>EMD Rs. 6,00,000/- (Rupees Six Lakh only)</b></p> <p>valid for 225 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled commercial Bank located in India other than Indian Bank. (Mode of submission: Offline)</p>
8)	RFP Cost	<p>Non-refundable <b>Rs. 10,000/- (Rupees Ten Thousand only)</b> in the form of DD favouring "Indian Bank" or online transfer. Mode of submission: Offline/Online. Details of Online submission as mentioned in above point no. 6.</p>
9)	Date of opening of Technical (Part I) Bids & Conformity to Eligibility Criteria	<p><b>02/09/2022 at 03:30 PM</b></p> <p>Asst. General Manager Indian Bank, Head Office: DBD, Ground Floor 66, Rajaji Salai, Chennai, Pin-600001</p>
10)	Date of Online Reverse Auction (Part II)	Will be intimated through e-mail to technically qualified bidder, after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be

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		conducted by Bank's authorized e-Procurement service provider M/s Antares Systems Limited through website: <a href="https://www.tenderwizard.in/indianbank">https://www.tenderwizard.in/indianbank</a>
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This RFP document can be downloaded from the website: <https://www.indianbank.in> and e-procurement portal: <https://www.tenderwizard.in/indianbank> .

Information regarding RFP will also be available on CPPP Portal <https://eprocure.gov.in/cppp/> and Paper publication will be done for the information regarding publishing the RFP, however Clarifications, Modifications and Date of Extensions, if any, will be published in website: <https://www.indianbank.in> and e-procurement portal <https://www.tenderwizard.in/indianbank> 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.

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## 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 600014. The Bank is having pan India presence of more than 5732 branches and International presence in Singapore and Srilanka. The Bank is engaged in diversified banking activities and is a forerunner in implementation of IT related products & services. Bank is also pioneer in introducing the latest technology in Digital Banking.

Indian Bank intends to engage a Service Provider for “**Switching Solution for Point of Sale (PoS) Acquiring Business**” 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 2 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 providing Switching Solution for Point of Sale (PoS) Acquiring transactions, 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.
3. Part-II Commercial Bid will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and

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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. 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.

"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, 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.

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"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

## 7. MAKE IN INDIA

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

Bank will follow the above orders and guidelines on Public Procurement (Preference to Make in India) & as per Bank Policy and basis of allotment will be done in terms of the same.

- i. Definitions: For the purpose of this tender
  - a. 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the bank, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
  - b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.
  - c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.
  - d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.
  - e. 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.



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- f. 'Margin of purchase preference' means the maximum extent to which the price quoted by a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.
- ii. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement
- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b. In procurement of all goods, services or works, not covered by sub-para ii(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.
- c. For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.
- iii. Purchase Preference
- a. Subject to the provisions of this Order and to any specific instructions issued by the bank or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by bank in the manner specified here under.
- b. In the procurements of goods or works which are covered by para ii(b) above and which are divisible in nature, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  2. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

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- c. In the procurements of goods or works which are covered by para ii(b) and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
1. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  2. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  3. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by bank.
- iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
- v. Verification of Local Content:
- a. The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding or Solicitation shall be required to indicate percentage of local content and provide OEM Self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (In respect of suppliers other than companies) giving the percentage of local content.
  - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procuring entities.

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- vi. If nodal ministry is satisfied and communicates to bank that Indian suppliers of an item are not allowed to participate and /or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item as per advise of nodal ministry.

For the Purpose of above, a Supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being Supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

**8.** 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. -----

- (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.

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- (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 pre-bid meeting is scheduled to be held through Video Conference/Skype/Web-ex on **22/08/2022 at 03:00 PM**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- The Bidder is requested to submit any queries/clarifications to the Bank to the following email ids on or before **03:00 PM of 22/08/2022**:

[shanthi.sk@indianbank.co.in](mailto:shanthi.sk@indianbank.co.in)

[prabhat.k@indianbank.co.in](mailto:prabhat.k@indianbank.co.in)

[amitkumar.sahoo@indianbank.co.in](mailto:amitkumar.sahoo@indianbank.co.in)

[poscell@indianbank.co.in](mailto:poscell@indianbank.co.in)

In case the Probable Bidder wants to participate in the Pre-bid Meeting, they should register themselves with the Bank by paying the cost of bid document i.e. **Rs. 10,000/- (Rupees Ten Thousand Only)** (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai, or transferring the amount in the account as detailed earlier. Bidders have to ensure that cost of bid document i.e. Rs. 10,000/- has already been remitted to Bank, before raising the queries through email.

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

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.

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### 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
- Non-refundable bid security/RFP cost of **Rs. 10,000/-** towards cost of Bid Document
- 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.

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;

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- 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 (Earnest Money Deposit) & Cost of Bid Document

- The Bidder should furnish, a bid security in the form of a bank guarantee issued by a scheduled commercial Bank or Foreign Bank located in India other than Indian Bank for a sum of **Rs. 6,00,000/- (Rupees Six Lakhs only)** and valid for 225 days from the last date for submission of Bid, as per Annexure-V, along with Part-I. Bank may seek extension of Bank Guarantee, if required.
- The Cost of Bid Document is **Rs. 10,000/- (Rupees Ten thousand only)** (Non-Refundable). The amount has to be paid by way of a Demand Draft (DD) favoring "Indian Bank" payable at Chennai and enclosed along with the technical bid document or through electronic transfer as detailed in schedule 6. The bid will be rejected if bid document fee of Rs. 10,000/- is not submitted.
- MSE/NSIC registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period, along with a declaration duly signed by company secretary/Director of the concerned enterprise.



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- Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the bank or after issuing purchase order to the successful bidder/s, whichever is earlier.
- The bidder will forfeit the Bid Security
  - a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form.
  - Or
  - b) in the case of a Successful Bidder/s, if the Bidder fails to sign the Contract or to furnish Performance Security.

**9. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs) AS PER THE GUIDELINES OF PUBLIC PROCUREMENT POLICY ISSUED BY GOVERNMENT OF INDIA:**

- a. As per the above policy, Bank reserves the rights to procure 25% of the total requirements, from Micro and Small Enterprises (MSEs) provided such MSEs are complying with the eligibility criteria and technical specifications of the RFP, quote their price within the price band of L1+15% and agree to bring down their price to L1 price.
  - b. If L1 bidder is an MSEs, 100% procurement will be done from the L1 bidder subject to the other terms and conditions of the RFP.
  - c. In case of more than one such MSEs, the supply shall be shared proportionately to tender quantity.
  - d. Special provision for Micro & Small Enterprises owned by Scheduled Castes or Scheduled Tribes. 4% out of the 25% shall be allotted to such MSEs, if participated in the tender.
  - e. Special provision for Micro & Small Enterprises owned by Women. 3% out of the 25% shall be allotted to such MSEs, if participated in the tender.
  - f. MSEs are also exempted from payment of cost of bid documents and submission of bid security.
  - g. To avail the above benefits, the bidder should have registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or Udyog Aadhar or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - h. Bidders seeking the above benefits shall submit the documentary proof for having registered with the above agencies (such as Entrepreneur's Memorandum – EM II) at the time of pre-bid meeting or during submission of the technical bids (only if the bidder is not attending the pre-bid meeting).
- 10.** 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



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& technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

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

## 12. 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 three years and extendable to additional two 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.

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### 13. Awarding of Contract

Purchase Order for Switching solution for PoS acquiring transactions 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 extended for a further period of 2 years at the sole discretion of the Bank on **annual review basis**. However, Bank reserves the right to float tender to identify new vendor in the contract period. 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', 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 switching solution provider for PoS acquiring business.
- c. **'Bidder'** means an organization submitting the proposal in response of RFP, which should be a single entity and cannot be a consortium.
- 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 as Switching solution for PoS acquiring transactions 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 availability of the following facilities for smooth operations of the proposed activity of switching solution.

- i. Creating merchant lead / MID/ TID etc and process PoS acquiring transactions
- ii. Coordination with Card Associations for related activity
- iii. Providing MIS, Settlement, Reconciliation data and Reports (on daily or as and when required by the Bank)
- iv. Reconciliation of PoS acquiring transaction related activities & Bank BGLs
- v. Accepting the complete liability & responsibility of merchant transaction, Risk, Chargeback, dispute etc without any condition and dependency to the acquiring bank
- vi. Providing training to the Bank Officials as and when required & complying guidelines issued by Bank & other regulators

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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 (7) 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. 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 completion for	Liquidated damages
<b>A:</b> Coordination with the PoS terminal provider.	1 week from the date of issuance 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. 10,000/- (Rupees Ten thousand only) per completed week or part thereof.
<b>B:</b> Terminal certification with Card Associations for Indian bank.	4 weeks from the date of acceptance of the PO.	
<b>C:</b> Parallel run of the new switch system with Bank's existing switch service provider.	8 weeks from the date of acceptance of the PO.	
<b>D:</b> Commencement of live operations from the new switch.	10 weeks from the date of acceptance of the PO.	

#### ➤ Service Level Penalties

- Successful bidder shall provide uninterrupted switching solution for POS acquiring transactions. Bidder has to maintain an uptime of 99.90% of the switch implemented by them. If the switch uptime maintains between 99.90% to 99.70% during any month, Bank will levy a penalty of Rs. 10,000/- (Rupees Ten thousand only) per hour or part there of up to a maximum of Rs. 10,00,000/- (Rupees Ten lac only) per month. Monthly Report (for each hour) on uptime should be submitted along with Invoice.
- If the switch uptime goes below 99.70% during any month, Bank will penalise the bidder and may initiate suitable step to terminate the contract.

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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.
7. In cases of disputes on uptime, Bank's decision will be final.

➤ **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 on monthly basis for Successful transactions, Business decline transactions & Technical decline transactions from Issuer Bank. Necessary documents have to be produced with each month payment invoice.
3. The payment 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 along with all required documents like details of transaction count, active TID count, Monthly Uptime Report etc. The payment shall be released within 15 days of receipt of correct invoice and after verification of related data/documents.
6. The selected bidder must comply with the taxation laws in India and should abide by the requirement of Bank regarding bill/invoice/payment/credit note & related documents.

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➤ **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.

**5) Eligibility Criteria**

➤ **Basic Eligibility**

The minimum qualification criteria of the bidder for the switching solution are as under: -

1. The Bidder should be a Private/Public Limited Company having legal existence in India for the last 3 years as on 31.03.2022. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/ original partnership firm/ limited company can be taken into consideration.

**Certificate of Registration / Incorporation should be submitted.**

2. The Bidder should have a positive tangible Net Worth from business in India during last three consecutive Financial Years (FY 2019-20, 2020-21 & 2021-22).

**Audited Profit-Loss Statement should be submitted.**

3. The Bidder should have a minimum average Business Turnover of Rs. 3 Crores during last three consecutive Financial Years (FY 2019-20, 2020-21 & 2021-22).

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**Copies of the Audited Balance Sheet and certificate from CA/CS are to be attached justifying the eligibility.**

4. The Bidder should not have been blacklisted by any PSU Bank / Government Departments / Public Sector Undertaking in last 3 years as on bid submission date.

**Undertaking should be submitted along with the bid in the format provided.**

5. Bidder should have at least 3 years of experience as on 31.03.2022 in providing service to at least 1 Scheduled Commercial Bank in PoS switching (transaction processing) service of Card and Cardless transaction including Onus, MasterCard, VISA, RUPAY, UPI.

**Copies of experience certificates issued by bidder's clients as per the prescribed format.**

6. Bidder should have implemented Settlement, Clearance, Chargeback and dispute management 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.**

7. Bidder should be having minimum 50,000 PoS / mPoS / PC POS / SoftPoS active terminals connected to its PoS acquiring switch as on 30.06.2022.

**Self-declaration of BIN/ICA (Name of Bank/NBFC/acquirer) wise terminal numbers with contact details of the BIN/ICA owners to be provided for verification.**

8. Bidder's PoS acquiring Switch should have the capacity to process minimum 100 transactions per second (TPS).

**Auditor certified copy or self-declaration from the CTO of the bidder's organisation should be submitted.**

9. Bidder must be abiding by RBI circular reference no. DPSS.CO.OD.No.2785/06.08.005/2017-2018 dated April 6th, 2018 complying Storage of Payment System Data.

**Latest System Audit Report (SAR) by CERT-IN empanelled auditor has to be submitted by the Bidder.**

10. Bidder must be abiding by 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 complying Land Border clause.



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**Self-declaration as per ANNEXURE-XIV has to be submitted by the bidder for the bidder & product OEM.**

11. Bidder should be governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no. DPIIT order no. P-45021/2/2017-PP(B.E.-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 & its amendment (if any).

**Self-declaration as per ANNEXURE-XV has to be submitted by the bidder for the bidder & product OEM.**

➤ **Technical Eligibility**

1. Bidder should have Tier 3 Primary Data Centre & Disaster Recovery Centre in India in different seismic zones, capable of providing all types of services with respect to PoS operations in India.
2. Bidder's switch should be certified with PCI DSS, PA DSS, PCI PIN, PCI PTS, PCI P2PE, PCI HSM & ISO 27001 (DC & DR) certification and should be in updated version as per the security regulators.
3. Bidder's switch security should be TLE (Terminal Line Encryption), LE (Line Encryption), UKPT (Unique Key per Terminal), DUKPT (Derived Unique Key per Transaction), EMV & MAC compliant.
4. Bidder should be equipped with FRM (Fraud Risk Management) tool with real-time configurable facility to filter the transactions for risk analysis.
5. Bidder should be capable of segregating High Risk merchants during on-boarding and initiate appropriate step accordingly.
6. Bidder's switch should have the interface to communicate flawlessly with Card Associations without any additional commercial to Bank.
7. Bidder should be capable of integrate with Bank's card issuer switch to route Bank issued Debit Card & Credit Card as onus transactions.
8. Bidder's switch should process the following type of transactions.
  - (a) Card based transaction (All types of card transactions approved by RBI/MeitY/MoF/DFS now & in future)
  - (b) International card transaction processing
  - (c) JCB/CUPI/Diners/AMEX or any such type of card which is allowed now or in future as instructed by payment regulators without any additional cost to Bank
  - (d) Card less transactions (UPI, Bharat QR or any such new functionality introduced in future by payment regulators without any additional cost to Bank)
9. Following acceptance/ transaction should at least be accepted by bidder's switch. Any future development in any feature should invariably be accepted by the switch without any additional cost to Bank.



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Transactions	Payment Instruments	Payment Method	Card Schemes
<ul style="list-style-type: none"> <li>• Sale</li> <li>• Void</li> <li>• Pre-Auth</li> <li>• Refund</li> <li>• Cash@POS</li> <li>• Sale with Cash</li> <li>• Sale with TIP</li> <li>• DCC (Dynamic Currency Conversion)</li> <li>• Pay Later</li> <li>• UPI QR &amp; Bharat QR</li> <li>• EMI (Bank &amp; Brand)</li> <li>• Billing Software Integration</li> <li>• Temporary TID blocking</li> <li>• Refund to different TID</li> <li>• Money add for NCMC &amp; other card based wallets</li> <li>• Manual/Automatic/Force Settlement</li> <li>• TIP &amp; TIP adjustment</li> </ul>	<ul style="list-style-type: none"> <li>• Debit</li> <li>• Credit</li> <li>• Prepaid</li> <li>• Wallet</li> <li>• Sodexo</li> </ul>	<ul style="list-style-type: none"> <li>• Magstrip</li> <li>• EMV</li> <li>• NFC (TapnPay)</li> <li>• QR-Code</li> <li>• Offline/Manual/Key Entry</li> </ul>	<ul style="list-style-type: none"> <li>• Visa</li> <li>• MasterCard</li> <li>• AMEX</li> <li>• Rupay</li> <li>• Rupay-Diners</li> <li>• Rupay-CUPI</li> <li>• Rupay-JCB</li> </ul>

- Bidder must abide by all rules/instructions/guidelines advised by the regulators viz. RBI/MeitY/DFS/MoF etc and comply the instructions received from Bank. Any technical changes related to this should be enforced within the timeline at no cost to Bank.
- Bidder's switch should be capable of handling/routing DCC & SoftPoS Tap-n-Pay transactions.
- Bidder's switch should be capable of interfacing with other switches for routing onus transactions (credit cards / debit cards/ CUG cards / other switches).
- Bidder should have implemented robust FRM tool with real-time configurable facility to filter the transactions for risk analysis. The risk liability under the contract shall be limited to a maximum of the contract value. On case to case basis bidder may raise non-dependency on any transaction based liability which will be analyzed by the Bank with all stakeholders before imposing penalty. However, the decision taken by Bank will be final.
- The bidder should have at least 1 Visa PCI PIN Certified key injection Centers in India. If key injection center has not been established & key is injected remotely; then the bidder must provide PCI PIN certificate and comply with the Card Associations' guidelines.
- The Bidder should own the source code of the switch for processing transactions. Else the bidder should have valid license to use the switch for PoS acquiring (processing transactions) in India with ESCROW arrangement till the end of the contract period. Cost will be borne by the bidder.
- The Bidder should have unified 'terminal management system' to manage remote parameter/application downloads and 'remote diagnostic tool' to monitor/ trouble shoot terminals remotely & control the transactions.

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17. The bidder should have its own PC POS solution with control over source code.
18. The bidder's switch should be able to capture all the transaction level data viz. transaction date, amount, RRN, ARN, Masked Card number, Card type, transaction type, Latitude, Longitude etc.

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.

## 6) Roles & Responsibility during Project Implementation

### 01. Responsibilities of the Successful Bidder:

- i. Bidder has to coordinate with the PoS terminal service providers selected by Bank for certification and PoS transaction routing.
- ii. Bank will provide one set of acquiring BIN from Card associations and bidder has to integrate the same with the multiple terminal service providers assigned to them and perform seamlessly.
- iii. After receipt of lead details; Lead number/TID/MID should be created in real time with proper merchant risk assessment with Card Association. Web crawler scan service should be deployed to determine the consistency of Merchant transaction activity.
- iv. All transactions should be transacted seamlessly and staged within the timeframe.
- v. FRM, Held, Chargeback, Risk is the responsibility of the Bidder. Bank will not intervene in any financial loss/administrative obligation arising out of it. Any loss resulting to non-compliance of it will be borne by the Bidder.
- vi. On T+1 (T as Transaction day) before 07.00 AM; all relevant documents, files, report, MIS, Settlement, Card Association incoming files should be provided.
- vii. Daily MIS of TID wise transaction wise transaction amount, association cost, MDR, settlement amount, incentive, tax etc has to be provided by the Bidder.
- viii. Bank General Ledgers used for PoS related activity should be daily reconciled and the reconciliation responsibility lies with the Bidder.
- ix. Bidder should provide a software which will be used for uploading & reading card association incoming reports, generation of reconciliation statement & Bank reconciliation vouchers. Generation of the reconciliation files & vouchers should be automatic & no manual intervention will be allowed. Proper timeline should be maintained so that Bank GL vouching can be completed by 11.00 AM of T+2.
- x. Bidder should collect GST invoices from Card Issuer Banks for the issuer interchange fee debited by Card Associations as per the reconciliation voucher provided. Wrong/deficit/incorrect invoices will not be accepted and deficit amount will be recovered from the bidder.
- xi. Bidder should provide ERP/MMS/DBS portal with customization to Bank/merchant for live tracking of merchants & transactions without any additional cost to Bank/merchant.

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- xii. All types of MIS & settlement files related to Merchant & transaction and periodic return to payment regulators should be provided to Bank within scheduled time frame as per Bank's requirement without any cost to Bank.
- xiii. Bank will add other Banks/Regional Rural Banks/Financial Organisations as aggregator and extend PoS service to them using the same BIN in aggregator model. Bidder should be in a position to handle the transactions of the aggregators and provide separate reports, MIS, settlement files as per Bank's requirement.
- xiv. The Bidder will assign one Relationship Manager preferably from Senior Management scale to act as Single Point of Contact (SPOC) for Indian Bank.
- xv. Bidder should allot 2 support executives for Bank to be available at Bank's Head Office for necessary coordination with Bank personnel & PoS terminal vendors. Both the support executives should be available at Bank's Head Office from 10 AM to 6 PM on every Bank working day. The time may vary in view of work exigency. In absence of any support executive, Bidder has to provide an alternative staff for Business continuity.
- xvi. Bidder should provide training to the Bank staff on operations of the PoS transaction/settlement/reconciliation as and when required.
- xvii. Dedicated customer care toll free number i.e. 1800xxxx /1860xxx should be allotted to Indian Bank merchants in major Indian languages functioning 24X7X365.

**Bidder must provide an undertaking to abide by all the above mentioned responsibilities and any other job assigned by Bank time to time.**

## **02. Responsibilities of the Bank:**

- i. Bank will provide the necessary work space and other infrastructures such as power, connectivity etc at Bank's premises for the representative of successful bidder to perform the day to day operations.
- ii. Bank will designate a nodal officer who will be the single point of contact for the Service Provider for implementation of the switching solution.
- iii. Bank will coordinate with the existing service provider for obtaining the data to be migrated to the successful bidder.

## **7) Patent Rights**

The selected bidder / successful bidder / service provider shall indemnify the Bank 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 selected bidder / successful bidder / service provider 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 selected bidder / successful bidder / service provider 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.

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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.

## 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 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, non-compliance of Govt/MoF/DFS/MeitY directives 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

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any other premises of the Service Provider, in the presence of representatives of the Service Provider, at any point of time by giving notice.

#### **10) Inspections and Tests**

The Purchaser or its representative(s) shall have the right to visit and /or inspect any of the Bidder's premises to ensure that data provided by the Bank is not misused. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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

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

#### **11) 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.

#### **12) 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.

#### **13) Guarantees**

The Service Provider should guarantee that the software/solution/application supplied to the Bank/merchant 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.

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#### 14) Documents

The necessary licences and other documents wherever necessary for implementation of the project have to be submitted to the Bank. Bidder has to ensure that no unauthorised software/application is used in implementation of the project.

#### 15) 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.

#### 16) 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 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.



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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.

### 17) 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.

### 18) Performance Security

The successful bidder shall furnish Performance Security within fifteen (15) days from the date of purchase order issued for **Rs. ....** 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-VII.

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 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.

### 19) Jurisdiction

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

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**20) 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.

**21) Negotiation**

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

**22) 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 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.

**23) 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



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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.

#### 24) 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.

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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.

## **25) 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.

## **26) 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.

## **27) 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-X), Non-Disclosure Agreement (Annexure-IX) & Service Level Agreement (Annexure-XIII) and return it to the Bank. Integrity pact (Annexure-XII) 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, VAPT with nil vulnerability also within 15 days from the date of purchase order.

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## 28) Closure of Audit Observations

Regular audit of services provided by Bank & Bank empanelled/hired/outsourced vendors is being done by Bank/RBI/Third Party auditors. The audit observations highlighted should be completed as per the timeline assigned to the successful bidder. Delay in compliance will result in imposition of monetary penalty. Any penalty imposed by regulators will also be passed on to the successful bidder.

## 29) Disaster Recovery (DR) Drill

Bank conducts periodic Disaster Recovery (DR) drill activity. Successful bidder should support the Bank during the DR drill activity for the service dependency related to PoS acquiring business to provide uninterrupted service.

## 30) 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 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

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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.

### 31) 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.

### 32) 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.

### 33) 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.

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### 34) Termination for Default

The Bank, without prejudice to any other remedy for breach of contract, by 30 days written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- 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;
- if the Selected bidder fails to perform any other obligation(s) under the Contract.
- 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.
- 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.

### 35) 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.

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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.

### 36) 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.

### 37) Integrity Pact

Bidders shall submit Integrity Pact (IP) along with the technical bid as per Annexure-XI 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.



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### 38) 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-XI. 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](mailto:dutt.brahm@gmail.com)

2. Shri. Girraj Prasad Gupta, ICAS (Retd)

Email: [gpgupta1804@gmail.com](mailto:gpgupta1804@gmail.com)

- Change of law / policy / circular relating to Integrity Pact vitiate this agreement accordingly with immediate effect on written intimation.
- Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings, as per the existing provisions of GFR, 2017, PC Act, 1988 or other Financial Rules as may be applicable to the organization concerned.

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### 39) Coverage of All Banks Under The EPF & MP Act 1952

The Successful bidder has to submit attendance, salary, appointment letters etc. of all the outsourced employees for any type of services engaged either through contractors or directly. If engaged through contractors, list of all the contractors engaged for any/all services and whether the said contractors are covered independently under the EPF & MP Act 1952 is to be submitted. The agreement of contracts with the contractors, the PF code number of the contractors, if covered, the attendance of the contract employees, the remitted PF challan with the ECR should be submitted.

### 40) Duplication/Redundancy/Misperception in terms

Bank has the right to change/amend the terms of the RFP if any misinterpretation/redundancy arises. In such scenario Bank's decision is final.

### 41) 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.
- Hardware/Software changes/upgradation due to performance issue or Bank's requirement has to be done by the bidder 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



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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 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 6<sup>th</sup>, 2018 on Storage of Payment System Data.
- The Successful Bidder should provide the certificate on half-yearly basis 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 6<sup>th</sup>, 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.

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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.
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 4; however physical documents, to be submitted offline, can be submitted on the next working day up to the appointed time as mentioned in schedule 4 (i.e. till 3.00 PM on the 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) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) 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.

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### Support Desk Contact Details

M/s. Antares Systems Limited  
#24, Sudha Complex, 3<sup>rd</sup> Stage, 4<sup>th</sup> Block  
Basaveshwaranagar, Bangalore – 560 079.  
Support Contact No. 080-40482100, 99432 77499, 89519 44383  
Support Email: [gunaseelan.m@antaressystems.com](mailto:gunaseelan.m@antaressystems.com)

### **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 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
- e.) Compliance to Technical Specifications as per Technical Bid.
- f.) 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.

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## 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.

- DD towards Cost of bid document (Bidders may also remit the amount in the account number mentioned in Schedule 6)
- Earnest Money Deposit (EMD) in the form of Bank Guarantee
- Integrity Pact

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

The bidder is requested to submit the original documents in a Sealed Envelope on or before 02/09/2022, 03:00 PM to the address mentioned under schedule 4 of this tender. The envelope shall be super scribed as "**Request for Proposal (RFP) for Switching Solution for Point of Sale (PoS) Acquiring Business**" and the words 'DO NOT OPEN BEFORE (02/06/2022 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 Asst. General Manager (MAC)  
HO: Digital Banking Division  
Indian Bank  
66, Rajaji Salai  
Chennai 600 001  
India

Dear Sir,

Sub: Request for Proposal (RFP) for switching solution for Point of Sale (PoS) acquiring business  
RFP No. CO:DBD:MAC:02:2022-23 dated 12.08.2022

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

#### 01. Technical Requirement

Sl. No	Technical requirements for switching solution for Point of Sale (PoS) acquiring business	Complied / Not Complied	Deviations (If any)/ Remarks
1	Bidder should have Tier 3 Primary Data Centre & Disaster Recovery Centre in India in different seismic zones, capable of providing all types of services with respect to PoS operations in India.		
2	Certification with updated version		
	PCI DSS		
	PA DSS		
	PCI PIN		
	PCI PTS		
	PCI P2PE		
	PCI HSM		
	ISO 27001 (DC & DR)		
3	Switch security compliance		
	TLE (Terminal Line Encryption)		
	LE (Line Encryption)		
	UKPT (Unique Key per Terminal)		
	DUKPT (Derived Unique Key per Transaction)		
	EMV		
	MAC		

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4	Bidder should be equipped with FRM (Fraud Risk Management) tool with real-time configurable facility to filter the transactions for risk analysis.			
5	Bidder should be capable of segregating High Risk merchants during on-boarding and initiate appropriate step accordingly.			
6	Bidder's switch should have the interface to communicate flawlessly with Card associations without any additional commercial to Bank.			
7	Bidder should be capable of integrate with Bank's card issuer switch to route Bank issued Debit Card & Credit Card as onus transactions.			
8	Bidder's switch should process these transactions.	(a) Card based transaction (All types of card transactions approved by RBI/ MeitY/ MoF / DFS now & in future)		
		(b) International card transaction processing		
		(c) JCB/ CUI/ Diners/ AMEX or any such type of card which is allowed now or in future as instructed by payment regulators without any additional cost to Bank		
		(d) Card less transactions (UPI, Bharat QR or any such new functionality introduced in future by payment regulators without any additional cost to Bank)		
9	Bidder's switch should be able to process/ accept these transactions. Any new functionality introduced in future by payment regulators should be incorporated without any additional cost to Bank.	<u>Payment Instruments</u> Debit Card, Credit Card, Prepaid Card, Sodexo, Wallet		
		<u>Payment Method</u> Magstrip, EMV, NFC (TapnPay), QR Code, Offline/ Manual/ Key Entry		



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		Card Schemes VISA, MasterCard, Rupay, AMEX, JCB, CUPI, Diners		
	PoS transaction types to be accepted	Sale		
		Void		
		Pre-Auth		
		Refund		
		Cash@PoS		
		Sale with Cash		
		Sale with TIP		
		Dynamic Currency Conversion		
		Pay Later		
		UPI QR & Bharat QR		
		EMI (Bank & Brand)		
		Billing Software Integration		
		Temporary TID blocking		
		Refund to different TID		
		Money add for NCMC & other card based wallets		
		Manual/Automatic/Force Settlement		
		TIP & TIP adjustment		
10	Bidder must abide by all rules/instructions/guidelines advised by the regulators viz. RBI/ MeitY/ DFS/ MoF etc and comply the instructions received from Bank. Any technical changes related to this should be enforced within the timeline without any cost to Bank.			
11	Bidder's switch should be capable of handling/ routing DCC & SoftPoS Tap-n-Pay transactions.			
12	Bidder's switch should be capable of interfacing with other switches for routing onus transactions (credit cards/ debit cards/ CUG cards/other switches).			
13	Bidder should have implemented robust FRM tool with real-time configurable facility to filter the transactions for risk analysis. The risk liability under the contract shall be limited to a maximum of			

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	the contract value. On case to case basis bidder may raise non-dependency on any transaction based liability which will be analysed by the Bank with all stakeholders before imposing penalty. However, the decision taken by Bank will be final.			
14	The bidder should have at least 1 Visa PCI PIN Certified key injection Centers in India. If key injection centre has not been established & key is injected remotely; then the bidder must provide PCI PIN certificate and comply with the Card Associations' guidelines.			
15	The Bidder should own the source code of the switch for processing transactions. Else the bidder should have valid license to use the switch for PoS acquiring (processing transactions) in India with ESCROW arrangement till the end of the contract period. Cost will be borne by the bidder.			
16	The Bidder should have unified 'terminal management system' to manage remote parameter/application downloads and 'remote diagnostic tool' to monitor/ trouble shoot terminals remotely & control the transactions.			
17	The bidder should have its own PC POS solution with control over source code.			
18	The bidder's switch should be able to capture all the transaction level data viz. transaction date, amount, RRN, ARN, Masked Card number, Card type, transaction type, Latitude, Longitude etc.			

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**Date: 12.08.2022**
**02. Functional Specification & Scope of Work**

<b>Sl. No</b>	<b>Eligibility requirements for switching solution for Point of Sale (PoS) acquiring business</b>	<b>Complied /Not Complied</b>	<b>Deviations (If any) /Remarks</b>
<b>01</b>	The Bidder should be a Private/Public Limited Company having legal existence in India for the last 3 years as on 31.03.2022. In case of mergers / acquisitions / restructuring or name change, the date of establishment of earlier/original partnership firm/limited company can be taken into consideration.		
<b>02</b>	The Bidder should have a positive tangible Net Worth from business in India during last three consecutive Financial Years (FY 2019-20, 2020-21 & 2021-22).		
<b>03</b>	The Bidder should have a minimum average Business Turnover of Rs. 3 Crores during last three consecutive Financial Years (FY 2019-20, 2020-21 & 2021-22).		
<b>04</b>	The Bidder should not have been blacklisted by any PSU Bank / Government Departments / Public Sector Undertaking in last 3 years as on 31.03.2022.		
<b>05</b>	Bidder should have at least 3 years of experience as on 31.03.2022 in providing service to at least 1 Scheduled Commercial Banks in PoS switching (transaction processing) service of Card and Cardless transaction including Onus, MasterCard, VISA, RUPAY, UPI.		
<b>06</b>	Bidder should have implemented Settlement, Clearance, Chargeback and dispute management 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.		
<b>07</b>	Bidder should be having minimum 50,000 PoS/mPoS/PC POS/SoftPoS/Bharat QR active terminals connected to its PoS acquiring switch as on 30.06.2022.		
<b>08</b>	Bidder's PoS acquiring Switch should have the capacity to process minimum 100 transactions per second (TPS).		
<b>09</b>	Bidder must be abiding by RBI circular reference no. DPSS.CO.OD.No.2785/06.08.005/2017-2018 dated April 6th, 2018 complying Storage of Payment System Data.		
<b>10</b>	Bidder must be abiding by 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 complying Land Border clause.		
<b>11</b>	Bidder should governed by Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP		

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	(B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no. P-45021/2/2017-PP (B.E.-II) dated 16th Sept 2020 & its amendment (if any).		
--	--	--	--

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.

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:DBD:MAC:02:2022-23

Date: 12.08.2022

**PART - II**

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

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

Madam/Dear Sir,

Sub: Request for Proposal (RFP) for switching solution for Point of Sale (PoS) acquiring business

Ref: 1. Your RFP No. CO:DBD:MAC:02:2022-23 dated 12.08.2022  
2. Online Reverse Auction Dated \_\_\_\_\_

Further to the online reverse auction conducted on \_\_\_\_\_, we submit hereunder the price details for Request for switching solution for Point of Sale (PoS) acquiring business on pay per transaction basis as per the specifications given in Part-I.

	Per Transaction Cost (in Rs.) (a)	Transactions considered per month (b)	Project Period (36 months) (c)	Total Cost in Rs. (Excluding Taxes) (d = a X b X c)
Switching Cost		12,00,000	36	

**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. Monthly payment shall be released for the actual number of transactions processed during the particular month by the successful bidder on the basis of per transaction cost quoted above.

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.

Except the per transaction cost mentioned above; Bank will not pay any amount for any activity whatsoever unless otherwise agreed by Bank.

Ref: CO:DBD:MAC:02:2022-23

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**NOTES:**

- The prices quoted by bidder shall be inclusive of all charges but exclusive of taxes only.
- Applicable TDS, if any, will be deducted from the payment.
- Monthly Payment will be released only for successful switching transaction.

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

For

Office Seal

Place:  
Date:

**(Authorized Signatory)**

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

Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE-I: BID FORM**

**FORM OF BID**

(Bidders are required to furnish the Form of Bid)

Date:

To

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

Sub: Request for Proposal (RFP) for switching solution for Point of Sale (PoS) acquiring business

Ref: Bid Document No. CO:DBD:MAC:02:2022-23 dated 12.08.2022

Having examined the Bidding Documents including Addendum/s & corrigendum/s, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for switching solution for PoS acquiring business 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 **Rs. 6,00,000/- (Rupees Six Lakh Only)** 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.

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



Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022

**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:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE-II: 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 for PoS switching solution, bidder has ever been cautioned / reprimanded / blacklisted or have had its contract revoked / terminated by any concern to which it was under contract 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:DBD:MAC:02:2022-23

Date: 12.08.2022

**KEY / SENIOR OFFICIALS / DIRECTORS**

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

**FINANCIAL INDICATORS (Rs in crores)**

<b>Item</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
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:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE-III: LIST OF INSTALLATIONS/IMPLEMENTATIONS**

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

Place:

Date:

Seal & Signature of the Authorized Official

Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE – IV: SELF DECLARATION – BLACKLISTING & IT ACT**

Date:

To

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

Dear Sir,

**Sub:** Request for Proposal (RFP) for “switching solution for PoS acquiring business”

**Ref:** RFP No. CO:DBD:MAC:02:2022-23 dated 12.08.2022

We hereby certify that,

1. We have not been blacklisted currently by any Government Dept / Agency/ PSU / PSB / Financial Institution in last 3 years as on 31.03.2022.
2. We will comply with the terms of Information Technology ACT 2000 and subsequent amendments while providing the switching solution for PoS acquiring business.

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**



Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE-V: BID SECURITY FORM**

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

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

THE CONDITIONS of this obligation are:

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

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

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

(Signature of the Bank)

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

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

Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE-VI: DECLARATION OF SOURCE CODE AUDIT**

Date:

To

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

Dear Sir,

**Sub:** Request for Proposal (RFP) for "switching solution for PoS acquiring business"

**Ref:** RFP No. CO:DBD:MAC:02:2022-23 dated 12.08.2022

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:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE-VII: 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, ..... (hereinafter called "the Contract") for switching solution of PoS acquiring transactions.

**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.

**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 the .....day of.....202.....

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.

Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE – VIII: 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 switching solution for point of sale (PoS) acquiring business, 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.

Switching solution for point of sale (PoS) acquiring business – RFP	BIDDER'S REQUEST FOR CLARIFICATION	
To be mailed, delivered	<b>The Assistant General Manager, (MAC)</b> <b>Address and email id given in the schedule</b>	
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:
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

Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE-IX: NON DISCLOSURE AGREEMENT**

**NON DISCLOSURE AGREEMENT**

**This Agreement** made at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ **BETWEEN** \_\_\_\_\_ a company incorporated under the Companies Act, 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to as "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 Parties entered to a contract and established business relationship between them. In the course of such business relationship, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as "**the Purpose**").

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

**1. Confidential Information:**

"Confidential Information" means all information disclosed/ furnished by either of the parties to another Party in connection with the 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:

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

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regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

#### 4. Publications:

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

#### 5. Term:

This Agreement shall be effective from the date hereof and shall continue till termination of 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 confidential information shall continue to remain confidential for a period of five years after expiry of contract or till the information became public whichever is later.

#### 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

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which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief hereunder.

**9. Entire Agreement, Amendment, Assignment:**

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

**10. Governing Law and Jurisdiction:**

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

**11. General:**

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

**12. Indemnity:**

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

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

**For and on behalf of**

\_\_\_\_\_  
Name of Authorized signatory:

Designation:



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**ANNEXURE-X: CONTRACT FORM**

**THIS AGREEMENT** made on ..... day 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:DBD:MAC:02:2022-23 dated 12.08.2022 for "switching solution for point of sale (PoS) acquiring business" and has accepted a bid by the Supplier for the provision of the 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;
  - (e) the RFP including Addendum/s & corrigendum/s
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**Contract Value:**

	Per Transaction Cost (in Rs.) (a)	Transactions considered per month (b)	Expected Project timeline of 36 months (c)	Total Contract Value (d= a X b X c )
Switching Cost		12,00,000	36	



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**TOTAL VALUE:** \_\_\_\_\_  
**(In words):**

**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-XI: UNDERTAKING FOR MSME BENEFITS**

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

Date

To

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

Dear Sir,

**Sub:** Request for Proposal (RFP) for "switching solution for PoS acquiring business"

**Ref:** Your RFP no. CO:DBD:MAC:02:2022-23 dated 12.08.2022

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
- b) Exception to MSEs from payment of EMD/Bid Security

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-XII: 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 switching solution for PoS acquiring business. 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.

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- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Bank's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act: further, the Bidder (s) / Contractor (s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or documents provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder (s) / Contractor (s) of foreign origin shall disclose the name and address of the Agents/Representatives in India, if any. Similarly, the Bidder(s)/Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder (s) / Contractor (s). Further as mentioned in the Guidelines, all the payments made to the Indian Agent/Representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at Annexure.
  - e. The Bidder (s) / Contractor (s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder (s) / Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **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.

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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.

### 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

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constitutes corruption, or of the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

### Section 8 – Independent External Monitor / Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Authority designated by the Bank.
3. The Bidder(s)/Contractor(s) accept that the Monitor has the right to access without restriction to all Project documentations of the Bank including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidders)/Contractors(s)/Subcontractors(s) with confidentiality.
4. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Authority designated by the Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise submit proposals for correcting problematic situations.
7. If the Monitor has reported to Authority designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Authority designated by 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.

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### 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.

### 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. 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 at .....on .....

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)



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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-XIII: SERVICE LEVEL AGREEMENT**

**SERVICE LEVEL AGREEMENT**

**THIS AGREEMENT** made the .....day of.....,20.... 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 Service Provider") 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 switching solution for PoS acquiring business 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:**

The SLA specifies the expected levels of service as mentioned below to be provided by the Service Provider to the Bank.

Service provider should keep the switch at 99.90% uptime. PoS acquiring transactions should be routed smoothly. MIS & reports should be provided to Bank in time. Merchant & transaction risk will be the responsibility of the service provider. Reconciliation should be done timely as per Bank's norms. Payment will be made monthly basis after receipt of required documents and correct tax invoice.

All other terms & conditions mentioned in the said RFP will be followed till the agreement is in force.

**Penalty on non-adherence to SLAs**

**A) Penalty for Switch downtime**

During the term of the contract, the supplier will ensure that the PoS acquiring switch is in perfect working order & condition and performance of the appliances and related software/applications for this purpose is as under:

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Sl. No.	Level of uptime per month	Penalty Charges
1	99.90% and above	NIL
2	99.70% and above but below 99.90%	Penalty of Rs. 10,000/- (Rupees Ten thousand only) per hour or part there of up to a maximum of Rs. 10,00,000/- (Rupees Ten lac only) per month.
3	Below 99.70%	Penalty of Rs. 10,000/- (Rupees Ten thousand only) per hour or part there of up to a maximum of Rs. 10,00,000/- (Rupees Ten lac only) per month. Bank may initiate contract termination process.

Penalty, if any, shall be debited from the subsequent payments to be paid to the vendor.

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

- RFP No.....dated.....for.....
- The Bid Form and the price schedule submitted by the Bidder
- The Purchaser Order
- Contract form dated .....
- NDA 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.

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-XIV: DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY  
WHICH SHARES A LAND BORDER WITH INDIA**

**(THE BIDDER SHOULD GIVE THE FOLLOWING UNDERTAKING/CERTIFICATE ON ITS  
LETTER HEAD)**

To  
The Asst. General Manager (MAC)  
HO: Digital Banking Division  
Indian Bank  
66, Rajaji Salai  
Chennai 600 001  
India

Dear Sir,

**Sub:** Request for Proposal (RFP) for "switching solution for PoS acquiring business"

**Ref:** Your RFP no. CO:DBD:MAC:02:2022-23 dated 12.08.2022

We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India as per the O.M.No.F.No.6/18/2019-PPD dated 23.07.2020; We certify that << name of the bidder>> & << name of the OEM>> are not from such a country or, if from such a country, have been registered with the Competent Authority. We hereby certify that we and our OEM fulfils all requirements in this regard and are eligible to be considered. [Evidence of valid registration by the Competent Authority shall be attached, wherever applicable]

**Signature of Authorized Official**

**Name and Designation with Office Seal**

**Place:**

**Date:**



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**ANNEXURE-XV: Certificate of Local Content as per Make in India Guidelines**  
**(For Complete Solution)**

To  
The Asst. General Manager (MAC)  
HO: Digital Banking Division  
Indian Bank  
66, Rajaji Salai  
Chennai 600 001  
India

Date

Dear Sir,

**Sub:** Request for Proposal (RFP) for "switching solution for PoS acquiring business"

**Ref:** Your RFP no. CO:DBD:MAC:02:2022-23 dated 12.08.2022

This is to certify that the complete proposed solution is having the local content of \_\_\_\_\_  
% as defined in the above mentioned RFP.

The details of location(s) at which the local value addition is made are as under

S.No.	Make and Model	Name of Place

This certificate is submitted in reference to the Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion order number P-45021/ 2/2017-B.E.-II dated 15th June 2017 for the Public Procurement (Preference to Make in India), Order 2017, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 28th May 2018, revision order no. P-45021/ 2/2017-PP (B.E.-II) dated 29th May 2019, revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated June 04, 2020 and subsequent revision order no DPIIT Order No. P-45021/2/2017-PP(BE-II) dated September 16, 2020, referred to hereinabove.

For Bidder

For OEM

Signature of authorised signatory  
Name and Designation:  
Seal:  
Date:

Signature of authorised signatory  
Name and Designation:  
Seal:  
Date:

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Date: 12.08.2022

**ANNEXURE-XVI: Undertaking Letter on the vendor's letterhead for**

**Central Minimum Wages Act & Labour Laws**

To  
The Asst. General Manager (MAC)  
HO: Digital Banking Division  
Indian Bank  
66, Rajaji Salai  
Chennai 600 001  
India

Date

Dear Sir,

**Sub:** Request for Proposal (RFP) for "switching solution for PoS acquiring business"

**Ref:** Your RFP no. CO:DBD:MAC:02:2022-23 dated 12.08.2022

We confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

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

**(Proof of compliance and labour license needs to be submitted along with the quotation)**

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:

Name:



Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022

**ANNEXURE-XVII: Experience Certificate from Scheduled Commercial Bank**

**(in Bank's Letter Head)**

To  
The Asst. General Manager (MAC)  
HO: Digital Banking Division  
Indian Bank  
66, Rajaji Salai  
Chennai 600 001  
India

Date

Dear Sir,

**Sub:** Request for Proposal (RFP) for "switching solution for PoS acquiring business"

**Ref:** Your RFP no. CO:DBD:MAC:02:2022-23 dated 12.08.2022

..... (Name of the Bank) is a Scheduled Commercial Bank included in the Second Schedule of the Reserve Bank of India Act, 1934. We have engaged M/s ..... (Name of the bidder) as the switching solution provider for Point of Sale (PoS) acquiring transactions. The service & support of M/s ..... (Name of the bidder) is satisfactory & we recommend to utilise the services provided by M/s ..... (Name of the bidder) in your organisation. We confirm the following statistics & details related to the switching activity.

1. M/s ..... (Name of the bidder) is providing switching solution to us since dd/mm/yyyy.
2. There are ..... (number of TIDs) PoS/mPoS/PC POS/SoftPoS active terminals connected to PoS acquiring switch provided by M/s ..... (Name of the bidder) for our Bank as on 30.06.2022.
3. The minimum monthly uptime of the switch is ..... (percentage up to 2 decimal) for last 36 months as on 30.06.2022 as per the monthly reports provided by M/s ..... (Name of the bidder).
4. M/s ..... (Name of the bidder) switch processes Credit Card, Debit Card, Prepaid Card, Sodexo Card for our Bank and provides services viz. Sale, Void, Offline, NCMC, Cash@PoS, QR@PoS, DCC, SoftPoS (services provided to be mentioned).
5. M/s ..... (Name of the bidder) underwrites & owns chargeback liability for our Bank irrespective of the category of the Chargeback. M/s ..... (Name of the bidder) handles the compliance & impact arising out of it. Monitoring of FRM, Held, Merchant Risk, Transaction dispute is being taken care by the Bidder. Bank doesn't bear any financial loss due to any of these activities directly or indirectly associated with it.

Signature of Authorized Official  
Name and Designation with Office Seal  
Place:  
Date:  
Name:  
Designation:



Ref: CO:DBD:MAC:02:2022-23

Date: 12.08.2022

**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.

Sl. No.	Criteria	Documents to be submitted as proof
1	TECHNICAL & ELIGIBILITY CRITERIA COMPLIANCE	Compliance to be given as per Section V (Part - I) with all documentary evidence.
2	BID FORM	ANNEXURE-I
3	BIDDER'S PROFILE	ANNEXURE-II
4	LIST OF INSTALLATIONS / IMPLEMENTATIONS	ANNEXURE-III
5	SELF DECLARATION – BLACKLISTING & IT ACT	ANNEXURE-IV
6	BID SECURITY FORM	ANNEXURE-V
7	DECLARATION OF SOURCE CODE AUDIT	ANNEXURE-VI
8	PERFORMANCE SECURITY FORM	ANNEXURE-VII
9	PRE BID QUERY FORMAT	ANNEXURE-VIII
10	NON DISCLOSURE AGREEMENT	ANNEXURE-IX
11	CONTRACT FORM	ANNEXURE-X
12	UNDERTAKING FOR MSME BENEFITS	ANNEXURE-XI
13	INTEGRITY PACT	ANNEXURE-XII
14	SERVICE LEVEL AGREEMENT	ANNEXURE-XIII
15	DECLARATION ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA	ANNEXURE-XIV
16	CERTIFICATE OF LOCAL CONTENT AS PER MAKE IN INDIA GUIDELINES	ANNEXURE-XV
17	UNDERTAKING LETTER ON THE VENDOR'S LETTERHEAD FOR CENTRAL MINIMUM WAGES ACT & LABOUR LAWS	ANNEXURE-XVI
18	EXPERIENCE CERTIFICATE	ANNEXURE-XVII