

GeM RFP Ref: GEM/2024/B/5367259

REQUEST FOR PROPOSAL (RFP)

FOR

Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

RFP Reference No.	GEM/2024/B/5367259
RFP Issuance Date	05.09.2024
Last Date of request for Queries / Clarifications	11.09.2024 by 04:00 PM
Date and time of Pre-Bid Meeting	12.09.2024 by 04:00 PM
Last Date for receipt of bids	27.09.2024 by 04:00 PM
Date and time of opening Technical bids	27.09.2024 by 04:30 PM

Issued by:

**CO: Information Technology Department
Indian Bank Head Office**

**66, Rajaji Salai,
Chennai-600 001**

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Website: <https://www.indianbank.in>

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SCHEDULE [A]: IMPORTANT DATES AND INFORMATION ON RFP SUBMISSION

S. No	Particulars	Timeline
1	Issuance Date of RFP (Date of RFP Issuance)	05.09.2024
2	Last Date of request for Queries/ Clarifications (Last Date of Receiving request for queries / clarifications before the Pre-bid Meeting)	11.09.2024 by 04:00 PM Format for seeking clarification is enclosed as Annexure-XIV
3	Pre-bid Meeting Date and Venue Details	12.09.2024 by 04:00 PM through virtual mode. Bidders willing to participate in pre-bid meeting need to submit their details on E-Mail to : shanmugasundaram.s@indianbank.co.in & sreekanth.s@indianbank.co.in Details of virtual pre-bid meeting would be communicated via E-mail to interested bidders separately.
4	Last Date of Submission/ Closing Date on GeM Portal (Last Date of Submission of RFP Response)	27.09.2024 by 04:00PM on GeM Portal only
5	Date /Time of opening of Technical Bid	27.09.2024 by 04:30 PM on GeM Portal only
6	Date, time and venue of presentation & demo by the bidders satisfying Eligibility Criteria prescribed in clause 9.1 of Section II of this RFP	Shall be intimated – separately by Bank through email.
7	Opening of Commercial Bids	Bank will open the commercial bid of the technically qualified bidders. Bank will communicate to eligible technically qualified bidder about the date & time of commercial bid opening.
8	Cost of RFP	NIL

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9	Online Bid Submission Details	<p>This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted through Government e-Market Place (GeM) portal. All the documents need to be uploaded on GeM portal.</p> <p>The documents listed below in Sl. No. 10 only to be submitted in offline physical mode at the following address:</p> <p style="text-align: center;">Asst. General Manager, Indian Bank, Head Office, Information Technology Department, Thrd Floor, 66, Rajaji Salai, Chennai-600001</p>
10	Documents to be submitted physically by Bidders (Offline Mode)	<p>1. Bid Security (EMD) Rs 15,00,000/- (Rupees Fifteen Lakhs only) to be submitted in the form of DD / Fund transfer / Bank Guarantee (issued by a nationalised/ scheduled commercial Bank located in India (other than Indian Bank) in favour of "Indian Bank" payable at Chennai. BG should be valid for 180 days from the last date for submission of the Bid (in the format provided at annexure II (or) Fund transfer to be made in the account as detailed under.</p> <p>Account No.: 743848138 Account Name: INDIAN BANK, H.O. TECHNOLOGY MANAGEMENT DEPARTMENT-II IFSC Code: IDIB000H003 Branch: Harbour</p>
11	RFP Coordinator	<p>1. Shanmugasundaram S Manager, CO: DBD 044 – 25273028</p> <p>2. Sreekanth. S Assistant General Manager, CO: DBD 044 – 25273005</p>

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[Handwritten Signature]



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This RFP document can also be downloaded from:

- Bank's website: <https://www.indianbank.in> and
- Government e- Market Place (GeM) portal

Clarifications, modifications and date of extensions, *if any*, will be published in Bank's website and GeM portal only.

- I. Note: Indian Bank, does not take responsibility of any bid/offer damaged/lost in transit/delivered at incorrect address prior to its receipt at the Bank's designated office.
- II. Bank will follow two bid system. **Part-I (Technical Bid)** of the bid contains compliance details of the eligibility and terms & conditions set in the RFP document (including annexures) for which proposal/quotation is called for. Bids have to be submitted in **online mode only** through **Government e- Market Place (GeM) portal** along with physical submission of certain documents at designated office as mentioned in Point No. 10 of Schedule [A] (Important Dates and Information on RFP Submission). Further, Bidders must submit their commercial bid as per the format given in the RFP (as per **Part-II of Section-V**) along with the technical bid on the e-procurement (GeM) portal. Technical bids submitted by all the bidders will be evaluated and only technically qualified bidders will be called for opening of commercial bids.
 1. Bidders should enrol / register themselves on Government e- Market Place (GeM) portal before participating in bidding. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Except as provided in this RFP, any document sent by any other mode will not be accepted.
 2. Documents which are to be uploaded online are required to be duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the bid will be liable for rejection.
 3. The price quoted should be unconditional and should not contain any string attached thereto. Bid, which do not confirm to our eligibility criteria and terms & condition, will be liable for rejection.
- III. The RFP document (along with addendums, if any) needs to be signed and stamped by the authorized signatory of Bidder and it must be submitted along with the Technical Bid as an evidence of having read and understood the contents of RFP and its addendums (if any).
- IV. Time wherever mentioned in this RFP is as per Indian Standard Time. The above dates and timelines are tentative and subject to change without any prior notice or intimation. If a holiday is declared on the dates fixed for submission of bids, opening of bids (Technical or Commercial) or

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presentation, the same shall stand revised to the next working day at the specified time and place unless communicated otherwise.

This RFP is issued by: CO: Information Technology Department, Indian Bank, Head Office, Chennai-600001

SCHEDULE [B] GLOSSARY OF TERMS

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

1. Bank refers to "Indian Bank (IB)" including its Branches, ATMs & BNAs, Administrative offices, processing centres/HUBS, cells and all other units and establishments etc. (excluding its overseas establishments and Regional Rural Banks).
2. Recipient, Agency, Firm, Bidder, Applicant means the respondent to the RFP document.
3. "RFP" means Request for Proposal for "Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years". Unless contrary to the context, the term "GeM bid"/ "Bid document" shall mean "RFP" wherever applicable.
4. "The Contract" means the agreement entered into between the Bank and the empanelled service provider, as recorded in the Contract Form signed by the parties including all the attachments and appendices thereto and all documents incorporated by reference therein;
5. "The Contract Price" means the Price payable to the Service Provider under the contract for the full and proper performance of its contractual obligations.
6. "The Goods" means all of the equipment, machinery and / or other materials which Service Provider is required to install at the site of the Bank under the contract
7. "The Services" means all services, scope of work and deliverables to be provided by the service provider as described in the RFP;
8. "The Purchaser" means Indian Bank
9. "The Service Provider" means the company supplying the equipment and providing services under this Contract. Service Provider is also referred as Vendor.
10. "The Site" where applicable means Bank's DC/DR/NDR/NDC
11. "GeM" means Government e-Marketplace wherein the whole bidding process shall be conducted online Proposal, Bid means "Response to RFP Document".
12. Tender means RFP response documents prepared by the Bidder and submitted to "Indian Bank".
13. Selected bidder and the Bank shall be individually referred to as "party" and collectively as "parties". The terms, Successful bidder and the Bank are also referred as Supplier/ Service provider and Purchaser respectively.

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14. The term "Bid" & "Quote/ Quotation" bears the same meaning in this RFP.
15. Bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in certain contexts) means an offer including written reply or submission of response to this RFP to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such offers;
16. "Deficiencies" shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services or Service Levels.
17. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
18. "Root Cause Analysis Report" shall mean the report addressing a problem or non-conformance, in order to get to the 'root cause' of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring
19. Unless contrary to the context or meaning thereof, Contract or agreement wherever appearing in this RFP shall mean the contract to be executed between the Bank and the successful bidder.
20. Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and words denoting natural persons include artificial legal persons and vice versa.

II) Other Terms and abbreviations:

Sl. No.	Terms used in the RFP	Terms and abbreviations
1	GOI	Government of India
2	GFR	General Financial Rules
3	POA	Power of Attorney
5	NEFT	National Electronic Funds Transfer
6	LLP	Limited Liability Partnership
7	IEM	Independent External Monitor
8	MSE	Micro and Small Enterprises
10	OEM	Original Equipment Manufacturer
11	EMD	Earnest Money Deposit

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14	SOW	Scope of Work
15	TCO	Total Cost of Ownership
16	PBG	Performance Bank Guarantee
17	GST	Goods and Services Tax
18	Assignment	The work to be performed by the successful bidder pursuant to the contract
20	Bidder	The Bidder means an interested and eligible party submitting its proposal in response of this RFP.

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

Confidentiality:

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

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SCHEDULE [C] DISCLAIMER

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

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

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

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

The applicant shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its proposal. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

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

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

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SCHEDULE [D] GENERAL INFORMATION

Indian Bank (hereinafter called the "Bank") is floating Request for Proposal (RFP) for identification of a Bidder (Service Provider) for "Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years".

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

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

The RFP document can be downloaded from GeM portal or from Bank's website www.Indianbank.in and alternatively hard copies of document can be obtained on E-mail by furnishing request to shanmugasundaram.s@indianbank.co.in & sreekanth.s@indianbank.co.in, with complete details of Bidder along with Telephone Contact Numbers.

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SCHEDULE [E] OVERVIEW OF INDIAN BANK

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

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

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

The Bank has three sponsored Regional Rural Banks viz, Saptagiri Grameena Bank headquartered at Chittoor (Andhra Pradesh), Tamil Nadu Grama Bank; headquartered at Salem (Tamil Nadu) and Puduvai Bharathiar Grama Bank headquartered at Puducherry (UT of Puducherry).

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

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

VISION:

"Delivering excellence in financial services through customer focus, employee engagement and sustainable growth"

MISSION:

- Bring the best of innovation and technology in our offerings
- Be responsive to the unique needs of every customer through all channels of choice
- To provide value to stake holders
- Empower and engage our employee

As on 31st March 2024, Bank has Pan-India network with 5847 Brick & Mortar branches including 3 DBUs and 4886 ATMs/BNAs. The Bank has expanded its footprint overseas with branches at Singapore, Colombo and Jaffna, besides a Foreign Currency Banking Unit in Colombo.

Bank had always been a forerunner in offering digital products which provide hassle free, convenient and safe transaction facilities to enhance customer experience, meeting their expectations as the country gears

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itself for riding on the digital wave. After the amalgamation, the Bank is poised to grow on both business and profitability fronts. The emphasis will be to leverage operational efficiencies, cost synergies and new opportunities in terms of Brand and reach to deliver enhanced customer experience. The focus will be on increasing the CASA share in deposits while looking at diversified growth in credit. Cost optimisation and increasing revenue with focus on fee income, improving recovery and containing NPAs will be levers to improve bottom line.

Technology Environment

Indian Bank has all its branches on Core Banking Solutions, has a range of customer centric and other solutions like full suite of Core Banking Solution, payment systems like IMPS, NEFT, RTGS, SWIFT, CTS, etc., alternate delivery channels viz., ATM, e-Kiosk, Internet Banking, Mobile Banking, e-payment of Taxes, Utility Bill, Ticket, Donation, etc., SMS alerts and Corporate Net Banking. Bank has launched an integrated mobile app having various functionalities with biometric / face id login.

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

Bank is in the process of implementation of Digital Banking Omni Channel Platform (Mobile Banking/Internet Banking) and Digital Lending Platform.

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

SECTION – I

REQUEST FOR PROPOSAL (RFP)

Indian Bank intends to implement a robust Sponsor Bank HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member under Indian Bank for the period of three years. The purpose of implementing the proposed system / solutions is to enable routing of Co-Operative Bank transactions, carryout necessary accounting and ensure timely reconciliation with straight through processing (MQ & SFTP), Web Portal & File based interfaces.

The Total Number of Co-operative banks which the solution is proposed to be implemented is about 100 numbers. The above requirement is indicative only and may vary $\pm 25\%$ Co-Operative banks based on Business Requirement of the Bank or change in guidelines issued by RBI or any regulatory Body.

Interested eligible bidders are invited to submit their quotation for Providing Comprehensive Sponsor Bank HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member under Indian Bank for the period of three years, as specified in Part-I as per the following procedure:

1. Bidders should Apply through GeM Portal only. All the documents In support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Bid Documents submitted/sent by any other mode will not be accepted.
2. **Part-I** contains compliance details of the specifications for which Bid is called for. No column shall be left blank or altered.
3. **Part-II** – Commercial along with price break up details to be submitted separately along with the bid documentation (Closed bidding process). After technical evaluation, intimation alerts will be given to all qualifying bidders by bank about the date and time of opening of commercial bids
4. Part-I (as per Section-V - Technical & Functional Specifications) & Part-II (as per Section-V - Commercial bid) to be uploaded online duly signed by the Authorized Signatory under the seal of the bidder company/ firm in every page. The bidders also need to submit necessary documents physically through offline mode as mentioned in point no 10 in [Schedule A] to the address mentioned in the RFP. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted in the Commercial bid should be unconditional and should not contain any strings attached thereto. The bids 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 its sole discretion, at any point, without assigning any reason thereof. Also, Bank has the discretion for amendment / alteration / extension before the last date of receipt of bid.

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6. RESTRICTION OF BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA:

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

However, above condition shall not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs (MEA). "The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority"

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

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

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

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"Beneficial owner" will be as under:

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

Explanation

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

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

7. Please note that :

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.
- (ii) Each Recipient should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than last date of receiving clarifications.
- (iii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender at any point without assigning any reason therefor.
- (iv) All pages of the Bid document, Clarifications/Amendments, if any, should be signed by the Authorized Signatory under the seal of the bidder company/ firm and to be uploaded with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company/ firm should also be attached along with the technical bid.
- (v) The Authority/Bank shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, Bidding

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Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

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

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

Note: Either the Bidder on behalf of the Principal / OEM or the Principal / OEM themselves can participate in the bid, but both cannot bid simultaneously for the same solution.

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SECTION-II INSTRUCTIONS TO BIDDERS

1. Introduction

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

2. Pre-Bid Meeting

- 2.1. A pre-bid meeting is scheduled to be held through virtual mode on 12.09.2024 by 04:00PM. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.
- 2.2. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- 2.3. The Bidder is requested to submit any queries/clarifications to the Bank to the following Email ID on or before 11.09.2024 by 04:00PM.

Email id :
shanmugasundaram.s@indianbank.co.in &
sreekanth.s@indianbank.co.in

In case the Probable Bidder wants to participate in the Pre-Bid Meeting to be held on the date specified in this bid, **they should register themselves with the Bank**. 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: www.indianbank.in and GeM portal and informed vide mail to the bidders who have raised queries.

3. Amendment of bidding documents

- 3.1. At any time prior to the deadline for submission of bids, the Bank, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify/ cancel/ extend/ amend the Bidding Document by modification(s) / amendment(s).
- 3.2. All prospective bidders who are eligible for pre-bid meeting, will be communicated of the details of amendments and clarifications. The amendments if any, will be published in Bank website and in the GeM Portal and will form part of the Bidding document.
- 3.3. Any bid submitted by a bidder under this RFP process cannot be withdrawn / modified after the last date for submission of the bids unless specifically permitted in writing by the Bank.

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4. Technical Bid

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

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

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

5. Commercial Bid

- 5.1. The Bank will open commercials bids only after a notice is given to the technically qualified bidders on the basis of evaluation of Part-I of the Bid (Technical evaluation). The price submitted by Bidders in GeM system will be treated as the final offer of that bidder and bid will be evaluated accordingly.
- 5.2. The calling for quote does not confer any right on a bidder for being awarded any purchase order.

6. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, seek clarification from the Bidder/s. The request for clarification and the response shall be in writing/ by email, and no change in the substance of the bid shall be sought, offered, or permitted. The Bidder shall make his/her own interpretation of any and all information provided in the Bidding Document. The Bank shall not be responsible for the accuracy or completeness of such information and/or interpretation. Although certain information is provided in the Bidding Document, however, bidder shall be responsible for obtaining and verifying all necessary data and information, as required by him. The Bank shall not be bound to accept the lowest tender and reserves the right to accept any or more tenders in part. Decision of Bank in this regard shall be final.

7. Bid Security (Earnest Money Deposit)

The Bidder should submit at the time of online submission of Bid, as part of its bid, a bid security / EMD in the form of DD/ Fund transfer/ Bank Guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bid Security Form (Annexure-XVI) for a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required. Relaxation if any, extended by GOI/ competent authorities for furnishing the EMD shall be passed on to the bidders.

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

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The bid security may be forfeited if:

- a) Bidder withdraws its bid during the period of bid validity or does not accept the correction of errors in accordance with the terms of RFP;
- or
- b) In the case of a successful Bidder, if the Bidder fails or refuses to sign the Contract within the specified time from the date of issue of purchase order, or fails or refuses to furnish performance security.

8. Cost of Bid Document

In line with GeM Procurement guidelines, cost of Bid Document is waived off.

9. Evaluation Criteria

Bid evaluation methodology that Bank is adopting is given below:

- a) 70:30 Techno-Commercial scoring model will be used for the evaluation. The total marks scored by the eligible bidders as determined by the Bank under Technical Requirements will be given 70% weightage and shall be called Weighted Technical Score (WTS). The Total Weighted Commercial Cost will be given 30% weightage and shall be called Weighted Commercial Score (WCS).
- b) Scoring in the Technical Evaluation: The Bidders, who comply with Bank's eligibility criteria, mandatory technical specifications and other terms and clauses of the RFP document as explained in the bid document, will be shortlisted for technical evaluation. The bidders are expected to submit sufficient supporting details along with all documentary evidence records in their technical bid for enabling the Bank for objective evaluation and scoring in the Technical Requirements. The Bidders themselves will not fill-in any score in Technical Requirements. Evaluation and scoring process will also involve independent verification by the Bank of the details submitted in the Bid Document.
- c) After scrutiny of the Technical Bid document and supporting documents, and responses to various Technical Evaluation points, scoring of marks will be done therein against bids of shortlisted bidders as explained above. The total marks in the Matrix scored by the bidder will be called Technical Score.
- d) The marks obtained in Technical Evaluation will be given a weightage of 70% which will be termed as "*Weighted Technical Score*" (WTS) and shall be arrived at as under:

Weighted Technical Score (WTS): $(T/T1) * 70$

T: Technical score of the respective bidder

T1: Highest technical score of all qualified bidders

The total marks of 100 as per technical evaluation criteria will be scaled down to 70 marks as furnished below.

For Example: If there are two bidder's "A" and "B" who score 75 and 90 marks respectively, their "WTS" would be as under:

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Bidder "A" = $75 / 90 \times 70 = 58.33$ marks, Bidder "B" = $90 / 90 \times 70 = 70$ marks

- e) If sufficient numbers of bidders do not qualify the cut off score of 55 marks, Bank at its sole discretion may reduce the cut off score. Bank reserves the right to accept or reject any technical bid without assigning any reason thereof. Decision of the Bank in this regard shall be final and binding on the bidders.
- f) In the second phase of evaluation, the Commercial Bids of those bidders, whose technical bids have been short-listed and who have qualified in technical evaluation as explained above after scoring of Techno Evaluation, will be opened. After opening of Commercial Bids, commercial evaluation & verification of the commercial bids will be done by the Bank.
- g) For the final evaluation, total cost of ownership (TCO) quoted by the bidder will be given 30% weightage using the formula, given below as part of Techno-Commercial Evaluation Process:

Weighted Commercial Score (WCS): $(L1/C) \times 30$

L1: Lowest price of all qualified bidders

C: Commercial bid of the respective bidder

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

Bidder "A" = $2,00,000 / 2,10,000 \times 30 = 28.57$ marks

Bidder "B" = $2,00,000 / 2,00,000 \times 30 = 30.00$ marks

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

Total Score H1 = $(T / T1) \times 70 + (L1 / C) \times 30$

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

Bidder	Weighted Technical Score	Weighted Commercial Score	Total Score	Rank
A	58.33	28.57	86.90	H2
B	70	30	100	H1

- i) All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of technical competence and the price quoted. The Technical Evaluation and the Commercial Evaluation shall have the weightage of 70% and 30% respectively, and this weightage shall be taken into consideration for arriving at the Successful Bidder. The assessment methodology is covered in the next section.

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The proposals will be evaluated in three stages.

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

9.1 General Evaluation Criteria

Bank is looking for eligible bidders for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years, only those Bidders who fulfil the following criteria are eligible to respond to the RFP. Offers received from Bidders who do not fulfil any of the following eligibility criteria are liable for rejection.

The bidder must fulfil the criteria mentioned in the table below in order to bid for this RFP:

Sl. No.	Eligibility Criteria	Documents to be submitted for Eligibility Criteria Compliance	Bidder's Response and Documents Submitted
1.	The Company operating should be legally compliant company established in India for last 5 years as on date of this GeM bid and can be: a. A partnership firm or Limited Liability Partnership duly registered under the Limited Liability Partnership Act, 2008 (or) b. Company duly registered in India as per Indian Companies Act, 1956 or Indian Companies Act, 2013.	Copy of Certificate of LLP registration. (OR) Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of Incorporation in case of Private Limited Company, issued by the Registrar of Companies.	
2.	The Bidder has to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation (self-certified letter signed by authorized official of the bidder)	
3.	Work Experience during last 3 years ending 31.08.2024 in carrying out		

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	similar works and who fulfill following criteria: ➤ Completed works costing not less than the cumulative amount of Rs 75 Lakhs	Copy of the relevant work orders duly attested by the Competent authority.	
4.	Net worth of Bidder firm should (i) Not be negative during last 3 Financial Years and also (ii) should not have eroded by more than 30% (thirty percent) in the last three years (i.e. 2021-22, 2022-23, 2023-24)	Copy of audited balance sheets along with P&L statement for corresponding years and / or Certificate of Chartered Accountant with details of last 3 years to be provided.	
5.	Present / Past litigations, if any of the clients as on 31.03.2024.	The Bidder should clearly submit litigations, if any in their company letter head as per Annexure XV. False declaration may result in disqualification. Decision of the Bank will be final and Binding with respect to litigations of Bidder.	
6.	The bidder should clearly submit litigations if any in their company letter head. False declaration may be result into disqualification.	Self-Declaration on letter head to be submitted.	
7.	The bidder should be providing Interface (RTGS/ NEFT/ CTS) solution for a minimum of 2 (two) Schedule Commercial Banks in India as on 31.08.2024 for onboarding cooperative banks as submember.	Copy of the relevant purchase order to be enclosed. (The Bank reserves the right to validate the PO while evaluating the Technical Bid and in case of any negative feedback Bank reserves the right to disqualify the vendor). Work completion certificate issued by Clients claiming successful implementation of solution.	
8.	Bidder shall have minimum of Three continuous (03) years of experience in providing Interface (RTGS/ NEFT / CTS) solution to Sponsor Bank for On-boarding Co-operative Banks as a Sub-Members.	Copy of the relevant purchase order to be enclosed.	

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9.	Bidder should have been neither blacklisted nor expelled from any project / contract, nor had any contract terminated for breach at any time by the Central / any of State Governments in India or any Financial Institutions / Regulatory Authority / Statutory Authority during the last 3 years in India or abroad as on date of floating the RFP.	An undertaking to this effect must be submitted in Rs 200/- stamp paper duly notarized.	
10.	The existing service consumer shall submit satisfactory performance report.	Satisfactory confirmation letter to be obtained from the respective Bank.	
11.	Certificate of Financial Soundness from Bankers of bidders to be furnished (Solvency Certificate) as on 31/03/2024	Solvency Certificate to be submitted	
12.	Bidders must provide a Demonstration to the Bank Officials on the proposed Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member in the place informed by Bank, post submission of Technical Bids.	Accepted / Not Accepted.	

All documentary evidence / certificates confirming compliance to Eligibility Criteria should be part of the Eligibility Bid.

9.3. Technical Evaluation Criteria

All bids shall be evaluated by a Technical Evaluation Committee constituted / to be constituted for this purpose by the Bank. Based on the details submitted by the Bidder in the technical bid and technical evaluation of the eligible bidder will be carried out as per the Evaluation and presentation made by Bidder in demonstration of proposed solutions. Checklist of scope of solution that would be required for assessment of solution is placed as **Annexure XVIII**.

Commercial bids of only those bidders shall be opened who qualify in the technical evaluation. Commercial bids of the other bidders who do not technically qualified shall not be opened.

9.4. Commercial evaluation

The commercial bid of only those bidders, who have been technically qualified on the basis of the technical proposal, shall be opened. The commercial offer should consist of comprehensive cost for required solution as per **Price Bid Format**. Commercial Bids of only technical qualified bidders shall be opened.

9.5 The names of successful bidders would be published on Bank's website (i.e. www.indianbank.in).

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10. Correction of Error in Commercial Bid :

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

- 10.1 Bank may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation.
- 10.2 If there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly. However, price quoted by bidder in GeM system will prevail over the price breakup submitted.
- 10.3 If there is discrepancy between percentage and amount, the amount calculated on percentage basis will prevail.
- 10.4 If there is discrepancy in the total arrived at (addition, subtraction, multiplication, division and carryover of amount from one page to another), correct total will be arrived by the Bank and the same will prevail over the total furnished by the bidder.
- 10.5 If there is a discrepancy between words and figures, the rate/ amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error in which case, the amount in figures will prevail, subject to the above two provisions.

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

11. Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals received in response to the RFP without assigning any reasons thereof. Also, the bank reserves rights to revise the RFP, to request one or more re-submissions or clarifications from one or more Bidders, or to cancel the process in part or whole without assigning any reasons. Additionally, Bank reserves the right to alter the procurement **Quantity by $\pm 25\%$** , while awarding the contract as well as during the contract period (without re-issuing the RFP). Each party shall be entirely responsible for its own costs and expenses that are incurred in the RFP process, including presentations, demos and any other meetings.

12. Liabilities of the Bank

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

13. Bid and Proposal Ownership

The Bid submitted and all supporting documentation/ templates are the sole property of Indian Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter-alia cause the Bidder to be irrevocably disqualified. The proposal and all supporting documentation submitted by the Bidder shall become the property of Indian Bank and will not be returned.

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14. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

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

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SECTION – III

Broad Scope of Work of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

Indian Bank intends to implement a tested, proven and state of art technology driven Comprehensive HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member under Indian Bank for the period of three years. The purpose of implementing the proposed system / solutions is to enable routing of Co-Operative Bank transactions (RTGS, NEFT & CTS), carryout necessary accounting and ensure timely reconciliation with straight through processing (MQ & SFTP), Web portal and File based (SFTP) interfaces.

The solution should be able to run on VMware virtualized environment / Cloud environment. Bidder must mention the hardware, OS components, Oracle Database required for the solution. Bank will provide necessary hardware (servers & storage) & Software (OS -Windows/ Linux, Oracle Database and Oracle Web-logic/IIS). in virtual environment (VM)/ Private cloud. Any additional hardware / software components required for the proposed solution should be provided by the Bidder.

All Application licenses for central sites (DC, DR, NDC, NDR (if any)) envisaged are required to be on-premises irrevocable perpetual software licensed to Indian Bank for unrestricted use across the organization, irrespective of locations or number of users, right to use the software even after the contract period. Only licensed copies of software shall be supplied and ported. Further, all software supplied shall be of latest version. Any upgrades to the solution during the AMC/ATS period shall be provided at no additional cost to the bank.

Application should be supplied, installed, implemented and maintained at Bank's Data Centre in Chennai and at DR Site in Mumbai. During the contract period, as per Bank's requirement solution should be installed at Bank's NDC site Chennai and/or NDR Site in Mumbai also.

The application software should fully comply with all the existing or future time to time guidelines, requirements notified by RBI/NPCI/ other statutory/government bodies etc with respect to NEFT, RTGS and CTS during the contract at no additional cost to the bank.

Application should integrate with Bank's Middleware, CBS, SFMS, DEM, SFTP, AD, SIEM, DAM, Centralised Log Monitoring system etc required as part of the solution

Hub Solution application should have provision to upload digital signatures by Bank team through front end screen and it should be not accessible by others including administrators and developers.

The application should abide by the User management system and password policy as per the IT security policy outlined by the bank and should also incorporate maker-checker concept with multi-factor authentication for operational users. Solution should be integrated to Bank's Active Directory and Domain system

Vendor should ensure Background checks are carried out for the resources posted in the Bank and the report is submitted to Bank during the contract period.

Vendor should provide Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow

Vendor to provide support for maintenance and routine activities like DR Drills, day end, month end, quarter ends, and year ends, uploads, downloads, trouble shooting, problem resolution, servicing and maintenance etc.

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Vendor must extend required support during periodic VAPT (External & Internal), IS Audit, Security Audit, various compliances with respect to government and regulatory, cyber related, etc to the Bank. Also, rectification of vulnerabilities/deficiencies pointed out during Audits should be fixed within stipulated timeline at no cost to the Bank

The service support for should be available on 24*7*365 basis. Initially, company will deploy minimum 1 person(s) per shift round the clock (3 shifts per day) equipped with necessary technical as well professional knowledge and expertise

The DC and DR setups shall be in high availability mode (i.e. active/active or active/passive). The DC & DR setups shall be in virtual/cloud environments.

Solution must integrate with Bank's existing network and security solutions

The Vendor has to provide end-to-end documentation such as network architecture / data flow diagram, User manual / SOP, User guides/quick references and troubleshooting document.

The vendor should ensure proper training through online / offline mode to Sponsor Bank/Member Bank Staff and Department Officials before implementation of the scheme.

The vendor has to provide application, which is highly dynamic and scalable to on board many such member banks / institutions in due course

The vendor has to provide MIS / Reports of data like NEFT / RTGS / CTS related Successful or rejected transactions in a dashboard to bank for analysing the Insights and optimising the process / application.

Selected Vendor should submit application security audit certificate issued through CERT-IN empanelled auditors.

Solution to be deployed on premise of the Bank (DC/DR/NDR/NDC)

Vendor to provide detailed documentation (functional and technical) to the Bank on all the implementation and customization done.

Backup, archival, restoration and database maintenance (if any specific to application functioning) shall be provided by the Vendor duly documented. Documentation and data dictionary shall be updated and provided to Bank after every customization

If bank upgrades the hardware, operating system or database the software must support new hardware and database during the contract with no additional cost to the Bank.

All software installed must be maintained with latest patches and fixes free from any known bugs, vulnerabilities, etc. Support and fixes from the Vendor in case of malfunction reported after application of server patch.

The Bank will carry out Vulnerability Assessment Penetration Testing (VAPT) as source code audit of the solution provided by third party security auditors appointed by Bank periodically or as per Regulatory guidelines. The vendor shall fix/ rectify the vulnerabilities and observations found by the IS Auditor free of cost and submit the final compliance/closer report/certificate from the Auditor within the stipulated Bank's defined timelines.

Bank shall provide Hardware, Operating System and Oracle Database. In case of any other RDBMS, bidder has to provide necessary licenses and obtain enterprise support from OEM for the same.

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However, the service provider has to complete Installation, Configuration, Customization, Up-gradation, Maintenance and Support of all the software / tools required in the proposed Platform.

Bidder has to provide and arrange for necessary licenses and OEM support for any third party tools / libraries required for the solution to function other than mentioned above. In case of any open source tools being used without enterprise support, bidder will be responsible for the installation & maintenance and undertaking shall be provided by the bidder for maintaining such solutions and fix all the vulnerabilities identified within reasonable time of 4 weeks.

The proposed solution should have minimum the following functionalities

1. Routing of NEFT, RTGS and CTS messages and files among Indian Bank, Co-Operative Banks, Bank's Sponsor RRBs, Cash Management System (CMS) of Indian Bank and SFMS Hub / CTS DEM (Data Exchange Module) interfaces. Primarily RTGS & NEFT messages should be exchanged through MQ system as per IFTAS message standards. Additionally provision to process the RTGS & NEFT messages files through SFTP integration
2. Provide a secure interface with multi-factor authentication to Co-Operative Banks to access and upload the records/ files for processing. The portal will be made accessible to Co-Operative Banks through the dedicated link established between Co-Operative Bank and Indian Bank through MPLS.
3. Co-operative bank will procure minimum 2 Mbps MPLS WAN link with 2 different ISPs (currently M/s Airtel and M/s BSNL) with Indian bank VRF ID to connect Indian Bank MPLS Network.
4. Provide a system interface using MQ for direct integration with Co-Operative Bank Core Banking/Payment systems. Co-Operative bank to have a NEFT, RTGS format compliance CBS/Payment gateway for this type of integration, Specifications will be the same as IFTAS/RBI specifications for the respective channels.
5. Provide necessary reconciliation files to Bank and Co-Operative banks for reconciliation. The proposed hub solution will be having facility to generate the reconciliation files on daily (or as otherwise stipulated) basis and push to Co-Operative Banks and Indian Bank RTGS Cell/ Service Branch.
6. Interface with Indian Bank CBS through Enterprise Service Bus (ESB) for online transaction posting (debit or credit) in respective Co-Operative Bank Current Account for the corresponding transaction amount. Message shall be routed only on successful accounting in the respective Co-Operative Bank current account maintained with Indian Bank.
7. The application should have following main modules as per bank's requirement and proposed framework:

For Sponsor Bank:

- > Admin Panel
- > Member Bank Management (Date & time based restrictions, Limit based restrictions (transaction, daily, monthly etc))
- > User Management
- > Limit Management
- > Alert Management
- > Sub Member Admin Panel

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➤ Reports

For Sub Member Bank:

- User Management, Role based approval matrix
- Transaction processing
- File based processing
- Limit Management
- MBR IFSC Code Management
- Alert Management
- Member Bank MIS/Reconciliation Reports

Application should come with Transaction routing, transaction positing, settlement posting, Triggering alerts, Limit Management & Threshold management for the following transactions:

- Real-time Gross Settlements (RTGS)
- National Electronic Funds Transfer (NEFT)
- Cheque Truncation System (CTS) – File Exchange / Continuous clearing

The interface application should come with following modes:

- Straight Through Process (STP) – MQ
- File based – SFTP
- Transaction processing / File based Upload through authenticated web interface with multi-factor and role based & Limit based on approval matrix.

Also selected vendor should provide One (1) onsite dedicated resource per shift in three(3) shifts per day on 24*7*365 basis during the period of contract at designated Bank's premises at Chennai.

Accounting and Reconciliation

For RTGS & NEFT, accounting will be done on each message basis (No netting of transactions) and transactions will be allowed to pass to RBI Hub, only after accounting the transaction amount in Current Account of respective Co-Operative bank. Hence Co-Operative Banks will be instructed to maintain sufficient balance in their accounts with Indian Bank. Mail & SMS alerts should be sent respective Co-operative Banks and Indian Bank on breach of various thresholds based on transaction limits, daily limits, time based limits etc and transaction related errors/fails.

The proposed solution should be integrated with Indian Bank CBS through the available APIs in Bank's Enterprise Service Bus for necessary accounting.

Reconciliation will be carried out by RTGS Cell (RTGS & NEFT), Service Branch Chennai (CTS) in Indian Bank and all the participating Co-operative banks also will be instructed to carry out reconciliation at their end on daily basis (or as decided and mutually agreed depending on the risk perception and regulatory directions). Required MIS, Reconciliation files etc should be made available at Sponsor Bank & Sub-member Banks in the predefined format.

Proposed Solution Functionality

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The Co-Operative NEFT/RTGS Hub acts as a message routing and accounting solution for RTGS/NEFT messages between Co-Operative Bank and Other entities (Other Co-Operative banks onboarded as sub-members, Indian Bank, Indian Bank RRBs, Indian Bank CMS Hub and Other Banks). Co- Operative Banks will be on-boarded as sub-members of Indian Bank.

For CTS, Co-operative banks have to send and receive files in NPCI formats and the file exchange will be done only through dedicated SFTP configured at Indian Bank. The solution should be in compliant with proposed Continuous CTS clearing guidelines by RBI. Accounting will be done on file basis and such files will be exchanged with NPCI only after necessary accounting.

CTS Outward

- CTS / capture system of sub member bank will push the file to designated SFTP
- Proposed CTS Hub application will process files from sub member and push to Indian Bank DEM
- Proposed CTS Hub application will get OACK files from Indian Bank DEM and Call Indian Bank API and Post consolidated entry to CBS
- Hub will push to respective Co-Operative bank designated SFTP
- Should be in compliant with proposed continuous CTS clearing guidelines
- Co Operative bank will read OACK files and process at their end.

CTS Inward

- NPCI exchange file with Indian Bank DEM
- Proposed CTS Hub application will get inward files from Indian Bank DEM
- Process file and Call Indian Bank API and Post consolidated entry to CBS
- Submit to sub member SFTP location
- System should have functionality for Individual inward cheque return and bulk returns.
- Should be in compliant with proposed continuous CTS clearing guidelines.
- Accounting will be done using APIs to CBS for return records.

Warranty and Annual Technical Support (ATS):

1. The vendor has to fix bugs and issues reported during the Warranty and ATS period without any additional cost to the Bank.
2. In case of version up-gradation of Weblogic/IIS, Oracle and Windows/Linux the Application should run smoothly on upgraded version. In case any enhancements required in the solution to make compatible on latest versions of Weblogic/IIS, Oracle and Windows/Linux should be carried out as part of ATS cost.
3. Warranty & ATS contract will cover for any minor modifications and bug fixes to the mentioned flow or architecture, without any additional expenses or cost to bank. However, major changes shall be carried out through change request process.
4. Post deployment of the application, the vendor has to provide 24x7x365 support.
5. Third party security auditors appointed by the Bank periodically or as per regulatory guidelines will carry out vulnerability Assessment, Penetration Testing (VAPT), Application Security Audit and

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Source Code Audit of the Application. The vendor shall fix/ mitigate the vulnerabilities and observations found by the IS Auditor should be included in Warranty & ATS and submit the final compliance/closure report/certificate from the Auditor on top priority and in a time-bounded manner.

6. Any additional licence / subscription procured and mandatory for application functioning (like SSL Certificate), should be renewed by the vendor as a part of Warranty & ATS / AMC, without any additional cost to the bank.
7. The vendor has to extend the support for minimising TAT / RPO / RTO during exigencies / BCP drill activities.
8. The vendor should periodically monitor the application for any abnormalities like peak utilisation, irresponsiveness etc and optimise the application if required.
9. Support to be provided for mandatory DR Drills (Currently bank is doing 4 DR Drills, 1 each per quarter).

Facility Management (FM) Services

Vendor should provide minimum 1 (One) onsite dedicated resource per shift (3 shifts per day) 24*7*365 basis during the period of contract at designated Bank's premises Chennai. The scope of FM resources indicative but not limited roles and responsibilities are as under:

- Selected Vendor should deploy sufficient support resources in bank premises to handle 3 shifts (one resource per shift) for 365 days in a year without any exception.
- The vendor will provide Installation and Maintenance support from mutually decided Bank's premises.
- The vendor will do configuration and tuning of Web Server, Application Server as per requirement of Application for smooth functioning.
- Troubleshooting, resolution of problems, day to day operationalization issues to meet the SLA
- Support to Bank's team and Co-operative Bank teams in day to operational and technical issues.
- Management and maintenance solution as per the Bank's requirements
- Support during periodic DR Drills (Minimum of 1 Drill per quarter, 4 in a year).
- Support during periodic VAPT, Security Scans, System Audit etc.
- Time to time application patching.
- Any other related work as mentioned in scope of work.
- Access to only UAT environment will be provided to the vendor from mutually decided Bank's premises. After installation and configuration, Live environment will be managed by Bank's team and vendor has to provide support in patch movement, maintenance and trouble-shooting through bank's team.
- Vendor is liable to perform complete background verification of on-site resources and also provide the documents concerned to the Bank so that Bank may also check the same, if required. The deputed personnel will be employed by the bidder on their payrolls/contracts without having any employment right with the bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at

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the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected Bidder. Bidder should provide undertaking for Know Your Employee (KYE) as per Bank's prescribed format.

1.1 Functional and Technical Requirements of Sponsor Bank Hub Solution

Sl. No.	Requirement
	Integration Requirement
1	Integration with Bank's RTGS, NEFT & CTS as per respective systems specifications by IFTAS/RBI/NPCI. The hub solution shall be able to generate, read, process and route the messages among various participants, SFMS, banks systems in the original message & file format and guidelines as specified by NEFT, RTGS and CTS specifications. Integration with Indian Bank Systems shall be done through MQ for NEFT & RTGS message routing
2	Posting transactions/accounting online through Bank's API in Indian Bank CBS. The proposed application should have facility to integrate (through API) with Sponsor Bank's CBS Application (M/s TCS) for posting transaction.
3	Application should have web-based interface for administration file upload for processing & report downloads with multi-factor authentication (Password, Digital Signature, OTP etc)
4	Integration with existing systems will be sole responsibility of the vendor. However, Bank shall provide required APIs for integration.
5	Integration with Enterprise Fraud Risk Management System (EFRM), Anti Money Laundering System (AML), Centralised Log Management System (CLMS), Security Information and Event Management (SIEM) and Database Activity Monitoring (DAM).
6	Integration with Co-Operative Banks shall be primarily through MQ for RTGS & NEFT. Additionally file based messages through SFTP for processing RTGS & NEFT transactions should also made available.
7	System shall also have capability to read / write messages through SFTP automated Transfer and through File Upload in a secured web portal. Encryption/ decryption should be implemented as per Bank's IS Security guidelines.
8	System shall be capable of updating latest IFSC codes in the system by reading proliferation messages from IFTAS
9	For CTS, system shall be capable of processing files from sub member and share to Indian Bank DEM. Also download inward files from Indian Bank's DEM and push to sub members. System should be in compliant to proposed Continuous Clearing by RBI.
10	System should be integrated with Indian Bank APIs to post consolidated amount during Inward and Outward file process
11	SFTP shall be used to exchange CTS and reconciliation files between Sub Member Bank and Indian Bank

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12	CTS System shall also have capability to process CTS data through File Upload in a secured web portal.						
13	Hub Solution application should have provision to upload digital signatures by Bank team through front end screen and it should be not accessible by others including administrators and developers.						
	Application Requirement						
1	Application should handle at-least 500 TPS should be scalable as per Banks requirements.						
2	Solution should integrate with Bank's AD, SMS & Email Gateways.						
3	System should generate random password while creating user. This password should be sent to both the User's mobile phone and email address.						
4	User password should travel in encrypted form while login and should be stored in encrypted form. The encryption should be one way (Salted hash with SHA2) and should be in compliance to time to time Regulatory/ Bank's IS Security guidelines.						
5	System should provide facility to set password policy as per Bank Policy (password expiry period, password length and complexity, user lock/unlock period, forgot password management with cooling period etc.)						
6	Session Management to handle such that no data is exchanged or mixed with other concurrent sessions.						
7	Application should support all major browsers (EDGE / CHROME etc)						
8	Solution shall be capable of operating with Zero Data Loss in case of any site failure / disaster recovery.						
9	Solution should be built on modern languages/platforms that support proper exception handling, memory and process isolation.						
10	Application should support three tier architecture: Web, Application and Database						
	General IT related Requirements						
1	Customizable dashboard as per bank/ Sub-member requirements and facility to export reports into different formats viz. Excel, PDF and CSV						
2	Database structure and support should be provided to Bank's Data Warehousing & MIS project to enable them to generate the reports in Bank's formats without any additional cost.						
	Software related Specifications						
3	<table border="1"> <tr> <td>OS</td><td>Oracle Linux 8 or 9 Windows 2019 Server or newer version</td></tr> <tr> <td>Database</td><td>Oracle 19c (Or newer version)</td></tr> <tr> <td>Webserver</td><td>IIS/WebLogic</td></tr> </table>	OS	Oracle Linux 8 or 9 Windows 2019 Server or newer version	Database	Oracle 19c (Or newer version)	Webserver	IIS/WebLogic
OS	Oracle Linux 8 or 9 Windows 2019 Server or newer version						
Database	Oracle 19c (Or newer version)						
Webserver	IIS/WebLogic						
	Security / Audit Trail						
1	The system should enable profiling of users and definition of control levels and passwords.						
2	The supplied application software will be used over WAN and hence must be secured against cyber/virus attacks (TLS (1.2 & above)/HTTPS for all Web portals).						
3	All Error messages must be logged. It should be possible to look up on- line (by error message number or by alphabetical list) all error messages reported by the						

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	system, to determine their meaning and the appropriate corrective course of action.
4	System should provide auditable management of User-ids, access rights and passwords, logins, activities etc.
5	Audit trail of all the activities should be maintained. Maintenance of a secure, auditable log of access to the system, identifying user-id, date, time, functions accessed, operations performed. The raw logs have to be stored for at least 10 years.
6	Proposed Application should be free from OWASP vulnerabilities
	Functional Specification
1	The proposed application must handle the following processing with respect to NEFT/RTGS Transactions. <ol style="list-style-type: none"> 1. Between Sub-member banks of Indian Bank 2. Between Sub-member bank of Indian Bank and Other Banks 3. Between Sub-member bank and RRBs of Indian Bank 4. Between Sub-member bank and Indian Bank 5. Between Sub-member bank and Indian Bank CMS Hub 6. Between multiple sub-member bank systems within Indian Bank.
2	The proposed application should have User Management, Approval Matrix, Hierarchy, Limit Management, Project/Physical Activity management and Dashboard & Reports
3	The proposed application should have facility to integrate with Member Bank's, NPCI & RBI through MQ, APIs & SFTP.
4	The proposed system should have facility to update additional detail like limits, IFSC, MICR etc... of RTGS / NEFT & CTS transactions of Member banks
5	The proposed application should have facility to report/display the status (successful and rejected/failed) messages received at bank/ sub-member bank end.
6	Transaction view facility to check the status of all inward and outward transaction and reason for decline if declined.
7	The proposed application should have facility to trigger E-Mail & SMS alert for limit exceeding, insufficient funds, transaction failures and incorrect IFSC / Account number
8	The proposed application should have Customizable dashboard as per bank requirements.

CONDITIONS OF CONTRACT

2.1 Period of Validity of Bids

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

2.2 Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the tender

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document. The proposal must be signed by an official authorized to commit the bidder to the terms and conditions of the proposal. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney/ authority letter authorizing the signatory to sign the bid.

2.3 Payment Terms

The following terms of payment shall be applicable to this contract and will be released after submission of performance security and execution of Agreements as per Annexure I to V:

Sl. No.	Stages	% of Payment	Payment Terms
1	Completion of UAT phase for components mentioned under Table – A (Commercial Bid)	60% of the Payments associated towards Table - A	On submission of relevant documents duly signed by the bank officials
2	Go-Live for components mentioned under Table – A (Commercial Bid)	40% of the Payments associated towards Table - A	
3	Completion of UAT for service components under Table – B (Commercial Bid)	60% of the cost associated towards the mentioned service component	
4	Go-Live for components mentioned under Table – B (Commercial Bid)	40% of the cost associated towards the mentioned service component	
5	Onsite Resource charges as mentioned under Table-C (Commercial Bid)	100%	Monthly in arrears
6	Software customization charges Table –D (Commercial Bid)	100%	On utilisation of Man-days and on submission of relevant documents duly signed by Bank officials.
7	Cost of Supporting Software Components for a period of 3 Year as mentioned in Table-E	100%	Yearly in advance. 100% payment after submission of relevant documents duly signed by the bank officials

2.3.1 Bank will release the payment on completion of activity and on production of relevant documents/invoices. Please note that Originals of invoices (plus One Copy) reflecting GST,

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GSTIN, State Code, HSN Code, State Name, Taxes & Duties, Proof of delivery duly signed by Bank officials of the respective Branch/office should be submitted while claiming payment in respect of orders placed.

- 2.3.2 The selected bidder has to submit documentary proof for completion of activities for each milestone as defined in Payment Terms, duly signed by the Bank officials in originals while claiming payment.
- 2.3.3 The bank shall finalize the Sign-off and Acceptance format mutually agreed by the selected bidder. The selected bidder shall strictly follow the mutually agreed format and submit the same while claiming payment.
- 2.3.4 Bank will not pay any amount in advance.
- 2.3.5 Payment shall be released within 30 days from submission of relevant documents as per RFP terms.
- 2.3.6 The payments will be released through NEFT/RTGS after deducting the applicable LD/Penalty, TDS if any, by Head Office at Chennai and the selected bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

2.4 Contract Period

Bank will enter into contract initially for a period of three years and extendable further at the same terms & conditions, provided services of the bidder is satisfactory at Bank's sole discretion. The Bank will have the right to renegotiate prices at the end of the contract period of three years. In such case, the vendor has to submit a fresh bank guarantee or extend the bank guarantee submitted to bank as performance security for a period of three years post completion of three years of contract.

2.5 Sub-Contracting

The successful bidder will not subcontract or delegate or permit anyone other than the bidders' personnel to perform any of the work, service or other performance required of the supplier under this agreement without the prior written consent of the Bank. Bank at its own discretion may permit or deny the same.

2.6 Governing language

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

2.7 Insurance

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

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organization fails. The coverages established by the cyber insurance shall cover property, theft and network level security.

2.8 Jurisdiction and Applicable Law

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

2.9 Liquidated Damages (LD)

2.9.1 The Bank will impose liquidated damages of 0.5 % per week or part thereof of the total cost of the project payable to the bidder, for delay in not adhering to the time schedules for project implementation as per commitment in the Section V – Table B – Implementation Timelines. However, total charges payable will be limited to 10% of the total charges of the project.

2.9.2 **Penalties/liquidated damages for Onsite resources:** In case the resource goes on leave/absent, replacements, having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the Resident resource charges payable to the selected bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 10% of the total charges payable for Resident Resource charges for that quarter.

2.9.3 Bidder must guarantee minimum uptime of 99.98% (calculated monthly) and should be ready to execute service level agreement for the same as per below uptime.

Level of Uptime Quarterly	Penalty Charges
99.98% and above	No Penalty
99.00% and above but below 99.98%	1 % of total cost of Yearly pay-out
98% and above but below 99%	3 % of total cost of Yearly pay-out
97% and above but below 98%	5 % of total cost of Yearly pay-out
96% and above but below 97%	7 % of total cost of Yearly pay-out
95% and above but below 96%	9 % of total cost of Yearly pay-out
Below 95%	10% of total cost of Yearly pay-out

Support Category	Criteria	Maximum Response Time	Resolution
High	The system cannot be used for normal business activities.	2 hours	8 hours

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Medium	There is a problem with part of the system, which impacts operations. No viable workaround is available.	4 hours	12 hours
Low	A fault, which has no particular impact on processing of normal business activities.	12 hours	24 hours

- 2.9.4 The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 2.9.5 If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- 2.9.6 If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- 2.9.7 Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
- 2.9.8 The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from the selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- 2.9.9 All the above Liquidated Damages are independent of each other and are applicable separately and concurrently.
- 2.9.10 Liquidated Damages will not be applicable for delay or defaults by selected bidder due to the reasons solely attributable to the Bank and/ or a Force Majeure event. However, it is the responsibility/onus of the selected bidder to prove that the delay is attributed to the Bank and/or a Force Majeure event. For such delays, the bidder shall submit the proof duly authenticated by the bidder and the bank official that the delay is solely attributed to the Bank and/or a Force Majeure event at the time of requesting payment.
- 2.9.11 In case of any acts of employees deployed by the bidder in the bank accessing the solution supplied leads to direct financial loss to the bank due to the action in the solution or the connected environments, such loss shall be recovered from the bidder irrespective of any

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cap/limitation. It is advised that necessary Cyber Insurance as applicable may be taken by the bidder at own cost to cover such expenses.

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

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

2.10.2 Bank reserves the right to modify the terms and conditions of this RFP duly informing the same before due date of submission of bids & publishing the same on Bank Website and GeM portal.

2.11 Performance Security

2.11.1 Within 15 days of issue of Purchase Order, the successful bidder shall furnish to the Bank the Performance Security equivalent to **5% of the contract value** in the form of a Bank Guarantee from a scheduled commercial Bank located in India, valid for 3 years and with further 3 months claim period, in the format enclosed (Annexure-IX). Relaxation if any, extended by GOI/competent authorities for furnishing PBG shall be passed on to eligible bidders.

2.11.2 The performance security submitted by the successful bidder shall be invoked by the Bank as compensation for any loss resulting from the bidder's failure in completing their obligations or any other claim under the Contract.

2.11.3 The performance security will be discharged by the Bank and returned to the successful bidder not later than thirty (30) days following the date of completion of the successful performance obligations under the Contract.

2.11.4 Failure of the successful bidder to comply with the requirement of signing of contract and providing performance security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids

2.12 Limitation of Liability

2.12.1 Successful bidders' aggregate liability under the contract shall be at actual and 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' or its employee/ agents.

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

2.13 Indemnity Clause

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

2.14 Disclaimer

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

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

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

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

2.15 Patent Rights

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

2.16 IT Act 2000

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

2.17 Intellectual Property Rights (IPR)

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

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

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

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

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

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

2.18 Acceptance of Purchase Order

Acceptance of purchase order should be submitted within 15 days of issuance of purchase order along-with authorization letter by the successful bidder to the Bank. If for any reason successful bidder backs out after issuance of purchase order or the purchase order issued to the successful bidder does not get executed in part / full, Bank shall invoke performance bank guarantee and blacklist the bidder for a period of one year.

2.19 Signing of Contract Form, NDA, SLA and Submission of Proof of Source Code Audit

Within thirty (30) days from the date of Purchase Order, the successful bidder shall sign the contract form (Annexure-VIII), Non-Disclosure Agreement (Annexure-XI) and Service Level Agreement and return it to the Bank. Pre-Contract Integrity Pact (Annexure-X) executed between the Bank and successful bidder(s) is deemed to be a part of the contract.

Successful bidder has to submit the proof of source code audit (Annexure-XIII) within 30 days from the date of purchase order that the code developed is free from any known vulnerabilities and standard coding practice including proper version control is followed during development of the code.

Background check conducted, KYC details for the resources provided for the project to be submitted to the Bank.

2.20 Settlement of Disputes

2.20.1 If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

2.20.2 If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

2.20.3 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.

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

- In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled

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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 parties.

- If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- 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.
- 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.
- Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association (IBA).
- Notwithstanding any reference to arbitration herein,
 - I. the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - II. 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.

2.21 Exit Requirements

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

2.22 Termination for Default

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

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- 2.22.1 If the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- 2.22.2 If the successful bidder fails to perform any other obligation(s) under the Contract.
- 2.22.3 If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 2.22.4 In case of successful 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 the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

2.23 Force Majeure

- 2.23.1 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.
- 2.23.2 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.
- 2.23.3 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.

2.24 Confidentiality

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- 2.24.1 The supplier will be exposed to internal business information of the Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from the Bank during the project in strict confidence. The Bank is expected to do the same in respect of Bidder provided data / information. **After termination of the contract also the successful bidder / supplier shall not divulge any data/ information collected from the Bank during the project.**
- 2.24.2 The supplier will have to enter into a Non-Disclosure agreement (Annexure-XI) with the Bank to safeguard the confidentiality of the Bank's business information, legacy applications and data.
- 2.24.3 The successful bidder and its employees either during the term or after the expiration of the contract shall not disclose any proprietary or confidential information relating to the project, the services, the contract, or the business or operations without the prior written consent of the Bank.
- 2.24.4 The successful Bidder and its employees shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under the contract or existing at any Bank location. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The successful Bidder shall also ensure that all permitted subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under the contract or existing at any Bank location.

2.25 Negligence

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

2.26 Amalgamation

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

2.27 Inspections and Tests

- 2.27.1 The Purchaser or its representative(s), RBI or any of the Statutory bodies, shall have the right to visit and /or inspect any of the Bidder's premises to ensure that software / code provided to the Bank is secured or goods conform to requisite specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 2.27.2 Any charges payable to the Purchaser's representative designated for inspection shall be borne by the Purchaser.

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- 2.27.3 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.
- 2.27.4 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 goods/software having previously been inspected, tested and passed by the Purchaser.
- 2.27.5 The supplier 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 services provided to the Bank, in the presence of representatives of the supplier, at any point of time giving advance notice. RBI or persons authorized by it shall access the records of Bank and the supplier related to the agreement and cause inspection.

2.28 Use of Contract Documents and Information

- 2.28.1 The successful bidder shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed/authorized by the successful bidder in the 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.
- 2.28.2 The successful bidder shall not, without the Purchaser's prior written consent, make use of any document or information pertaining to the contract except for purposes of performing the Contract.

2.29 Pre-Contract Integrity Pact

- 2.29.1 Bidders shall submit Pre-Contract Integrity Pact (IP) along with the technical bid as per Annexure-X of the RFP. Pre-Contract Integrity Pact is an agreement between the prospective bidders and the Bank committing the persons/officials of both the parties not to exercise any corrupt influence on any aspect of the contract. Any violation of the terms of Pre-Contract Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings.
- 2.29.2 The Pre-Contract Integrity Pact begins when both parties have legally signed it. Pre-Contract Integrity Pact with the successful bidder(s) will be valid till 12 months after the last payment made under the contract. Pre-Contract Integrity Pact with the unsuccessful bidders will be valid till 6 months after the contract is awarded to the successful bidder.

2.29.3 Adoption of Pre-Contract 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 the Annexure-X. Those Bids which are not containing the above are liable for rejection.

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- Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principles or associates.
- Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
- Pre-Contract Integrity Pact in respect the contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till the conclusion of the contract i.e. the final payment or the duration of the Warranty /Guarantee/AMC if contracted whichever is later.
- Integrity Pact, in respect of a particular contract would be operative from the stage of Invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- Pre-Contract Integrity Pact shall be signed by the person who is authorized to sign the Bid.
- The Name and Contact details of the Independent External Monitor (IEM) nominated by the Bank are as under:

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

Email: gpgupta1804@gmail.com

2. Shri. Arun Kumar Sharma

Email: sharmaak6@gmail.com

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

2.30 Delivery Schedule

2.30.1 Software:

Software solution:

- The Bidder's HUB Interface (NEFT/RTGS/CTS) solution including related software and applications

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



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- Software licenses for third-party software required for implementation of HUB Interface (NEFT/RTGS/CTS) solution.
- Any other software licenses supplied as part of the bid by the bidder for running the application.

2.30.2 Implementation:

Entire solution (installation of hub and related software / applications / functionalities as per Scope of Work defined in this document) has to be implemented (installed & configured as per Bank's requirement) as per commitment in the Section V – Table B – Implementation Timelines.

The bidder has to support the Bank for implementation of entire HUB Interface solution viz. RTGS, NEFT & CTS at Bank's DC, DR, NDC & NDR. All components as detailed in Scope of Work have to be completed.

2.30.3 Facility Management (FM) Services:

Vendor should provide onsite dedicated resources 24*7*365 basis during the period of contract at designated Bank's premises Chennai. The FM resources scope of work and roles & responsibilities are as mentioned Section – III of this RFP.

2.30.4 The Bidder must provide all services specified in this RFP and in the Technical, Operational, and functional specifications. The pre-requisites required to establish UAT/DC/DR/NDR set up must be informed by the Bidder to the Bank.

2.30.5 A detailed Plan of Action and roadmap is to be submitted to the bank for the execution of the project with timelines.

2.31 Penalty Clause

2.31.1 The commissioning of the solution will be deemed as complete only when the same is accepted by the Bank in accordance with the Terms & Conditions of this Tender.

2.31.2 The solution will be accepted after complete integration and satisfactory working of the solution.

2.31.3 Any deliverable that has not been implemented or not operational or delayed, will be deemed or treated as Non-Delivery thereby excluding Bank from all payments obligations under this Tender

2.31.4 Bank will evaluate the offered Solution implemented by the Service Provider. If the Solution experiences no failures and functions according to the requirements of the GeM bid as determined by the Bank during the procurement period, then the solution will be accepted by the Bank.

2.32 Uptime

Bidder must guarantee minimum uptime of 99.98% (calculated monthly) and should be ready to execute service level agreement for the same as per below uptime.

Level of Uptime Quarterly	Penalty Charges
99.98% and above	No Penalty

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99.00% and above but below 99.98%	1 % of total cost of Yearly pay-out
98% and above but below 99%	3 % of total cost of Yearly pay-out
97% and above but below 98%	5 % of total cost of Yearly pay-out
96% and above but below 97%	7 % of total cost of Yearly pay-out
95% and above but below 96%	9 % of total cost of Yearly pay-out
Below 95%	10% of total cost of Yearly pay-out

2.33 Implementation of Services

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

2.34 Termination for Insolvency

2.34.1 If the successful bidder becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the successful bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over in part of its undertaking or assets, or if the successful bidder takes or suffers any other analogous action in consequence of a debt; then the Bank may at any time terminate the contract by giving a notice to the successful bidder.

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

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

2.35 Taxes and Duties

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

2.36 Compliance with Policy

The successful bidder shall have to comply with Indian Bank's policies like Policy on Security Management, IT policy, Information Security policy, Cyber Security Policy etc. in key concern areas relevant to the RFP, extract details of which shall be shared with the successful bidder.

2.37 Compliance with Statutory and Regulatory Provisions



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

2.38 Other Terms and Conditions

2.38.1 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.

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

2.38.3 The Bid should be accompanied by Bid Security of required amount.

2.38.4 The Bidder Organization should extend 24x7 support.

2.38.5 Systems offered should meet all Technical Specifications and solutions – during Technical Evaluation and post award of contract.

2.38.6 Bank reserves the right to inspect installations done by the Bidder while evaluating the Bids and in case of any negative feedback, Bank reserves, the right to disqualify Bidder. Bidder shall co-ordinate with the Bank for site visits.

2.38.7 Bank may opt for Negotiation with L1 Bidder, at its sole discretion.

2.39 GENERAL TERMS AND CONDITIONS

2.39.1 Rejection of Bids

- (a) The Bank reserves the right to reject the Bid if,
- Bidder does not meet any of the pre-bid eligibility criteria mentioned above including non-payment of the bid cost.
 - The bid is incomplete as per the RFP requirements.
 - Any condition stated by the bidder is not acceptable to the Bank.

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- iv. If the RFP and any of the terms and conditions stipulated in the document are not accepted by the authorized representatives of the bidder.
- v. Required information not submitted as per the format given.
- vi. Any information submitted by the bidder is found to be untrue/fake/false.
- vii. The bidder does not provide, within the time specified by the bank, the supplemental information / clarification sought by the bank for evaluation of bid.

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

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

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

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

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

2.39.7 Representation and Warranties

- (a) The Bidder represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:
 - i. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Bank specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.
 - ii. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct through the term of the Contract.
 - iii. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.
 - iv. That there are –

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- no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under the Contract; and
 - no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or Investigative agencies.
- v. That the Bidder is validly constituted and has the corporate power to execute, deliver and perform the terms and provisions of the Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.
- vi. That all conditions precedent under the Contract has been complied by the bidder.
- vii. That neither the execution and delivery by the Bidder of the Contract nor the Bidder's compliance with or performance of the terms and provisions of the Contract:
- will contravene, any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Bidder,
 - will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject, or
 - Will violate any provision of the Memorandum or Articles of Association of the Bidder.
- viii. That the Bidder certifies that all registrations, recordings, filings and notarizations of the bid documents/ agreements/ contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been/ shall be made.
- ix. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement/contract without the prior written consent of the Bank, which may directly or indirectly have a bearing on the Contract or the project.
- x. That the Bidder owns or has good, legal or beneficial title, or other interest in the property, assets and revenues of the Bidder on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- xi. That the Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Bidder does not, in carrying

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on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Bidder or which the Bidder is licensed to use, which are material in the context of the Bidder's business and operations are being infringed nor, so far as the Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Bidder by any person. All Intellectual Property Rights (owned by the Bidder or which the Bidder is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required by the bidder to maintain the same in full force and effect have been taken thereon and shall keep the Bank indemnified in relation thereto.

- xii. Any intellectual property arising during the course of the execution under the contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.

2.39.8 Relationship of Parties

- (a) Nothing in the Contract shall constitute any fiduciary relationship between the Bank and Bidder/Bidder's Team or any relationship of employer – employee, principal and agent, or partnership, between Indian Bank and Bidder and /or its employees.
- (b) No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Contract.
- (c) Indian Bank has no obligation to the successful Bidder, except as agreed under the terms of the Contract.
- (d) All employees/personnel/ representatives/agents etc., engaged by the Successful Bidder for performing its obligations under the Contract/RFP shall be in sole employment of the Successful Bidder and the Successful Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Indian Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury / death / termination) of any nature to the employees / personnel / representatives / agent etc. of the Successful Bidder.
- (e) Supplier/Vendor has to take an undertaking from their employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Vendor's employees worked/working on Bank's project as may have been undertaken / executed by the Vendor, Vendor should be agreeable for any such undertaking/verification.
- (f) The Successful Bidder shall disclose to Indian Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Successful Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

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- (g) The Successful Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Bid/ Contract unless Indian Bank first gives the Successful Bidder its prior written consent.

2.39.9 No Right to Set Off

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

2.39.10 Publicity

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

2.39.11 Conflict of Interest

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

2.39.12 Solicitation of Employees

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

- (a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- (b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

2.39.13 Notices and Other Communication

- (a) If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.
- (b) Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by email, on business date immediately after the date of successful email. (that is, the sender has a hard copy of the page evidencing that the email sent to correct email address).

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

2.39.14 Substitution of Team Members

- (a) The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.
- (b) During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments has been made by the Bank to the Bidder during the course of the assignment besides claiming an amount, equal to 10% of the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

2.39.15 Severability

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

2.39.16 Escrow

The Bank and the successful bidder shall agree to appoint an escrow agent to provide escrow mechanism for the deposit of the source code for the solution supplied by the successful bidder to the Bank in order to protect its interests in an eventual situation.

The Bank and the successful bidder shall enter into a tripartite escrow agreement with the designated escrow agent, which will set out, inter-alia, the events of the release of the source code and the obligations of the escrow agent.

50% of the Costs for the Escrow will be borne by the successful bidder and the rest 50% will be borne by the bank.

As a part of the escrow arrangement, the successful bidder is expected to provide a detailed code documentation of the solution supplied.

The Escrow arrangement suggested by the successful bidder shall not be binding on the Bank. The Bank reserves the right to explore alternate escrow mechanisms based on the Bank's existing practices. The Bank and the successful bidder may enter into such escrow arrangement that is mutually agreed upon by the two parties. The source code of customizations done by the successful bidder on the latest version of the application software under the proposed solution running in the bank is to be kept in escrow once in a quarter.

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Date: 05/09/2024

The escrow will be released to and become the property of the Bank in the event that the agreement is terminated for either default or insolvency or should the bidder cease, or give notice of intention to cease to provide maintenance or technical support service for the software as required by the agreement. All payment and costs with respect to lodging of software with escrow services in India would be borne by the successful bidder.

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SECTION - IV

INSTRUCTIONS TO BIDDERS FOR ONLINE TENDER THROUGH GeM PORTAL

1.1. SUBMISSION OF BIDS THROUGH GeM PORTAL

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

- (a) Eligibility Criteria, along with all supporting documents required.
- (b) All Annexures as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages.
- (c) All supporting documents and product literature in support of Technical/ Functional specifications.
- (d) Relevant brochures
- (e) Compliance to Technical/ Functional 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. Unless specified in this RFP, **every document submitted online to the Bank shall be in PDF Format. The Scanned Documents shall be OCR enabled for facilitating “search” on the scanned document.** Utmost care may be taken to name the files/documents to be uploaded on e-tendering portal.

1.2. 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.

1.3. OFFLINE SUBMISSIONS

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



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

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

The bidder is requested to submit the original documents (as mentioned under point no. 10 of Schedule [A]) in a Sealed Envelope on or before 22.09.2024 by 04:00PM to the address mentioned under point no. 4 of [A] (Important Dates and Information on RFP Submission) of schedule of this tender. The envelope shall be super scribed as "Request for Proposal for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years." and the words 'DO NOT OPEN BEFORE (Date and Time to be decided by Dept.)'.

1.4. OTHER INSTRUCTIONS

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

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SECTION-V

PART I - Technical and Functional Requirements

Date:

The Asst. General Manager
Indian Bank, Head Office,
Information Technology Department,
Third Floor, 66, Rajaji Salai,
Chennai-600001

Dear Sirs,

Sub: Request for Proposal for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years

Ref: Your RFP No. GEM/2024/B/5367259 dated 05/09/2024

Referring to your above RFP, we submit the compliance details of the specifications given below:
The detailed technical requirement with marking scheme for each of the feature is as follows:

Sl. No.	Requirement	Compliance (Yes/No)
	Integration Requirement	
1	Integration with Bank's RTGS, NEFT & CTS as per respective systems specifications by IFTAS/RBI/NPCI. The hub solution shall be able to generate, read, process and route the messages among various participants, SFMS, banks systems in the original message/file format and guidelines as specified by NEFT & RTGS and CTS specifications. Integration with Indian Bank Systems shall be done through MQ for NEFT & RTGS message routing	
2	Posting transactions/accounting online through Bank's API in Indian Bank CBS. The proposed application should have facility to integrate (through API) with Sponsor Bank's CBS Application (M/s TCS) for posting transaction.	
3	Application should have web-based interface for administration and file upload for processing & report downloads with multi-factor authentication (Password, Digital Signature, OTP etc)	
4	Integration with existing systems will be sole responsibility of the vendor. However, Bank shall provide required APIs for integration.	
5	Integration with Enterprise Fraud Risk Management System (EFRM), Anti Money Laundering System (AML), Centralised Log Management System (CLMS), Security Information and Event Management (SIEM) and Database Activity Monitoring (DAM).	
6	Integration with Co-Operative Banks to be primarily through MQ for RTGS & NEFT. Additionally file based messages through SFTP for processing RTGS & NEFT transactions should also made available.	
7	System shall also have capability to read / write messages through SFTP automated Transfer and through File Upload in a secured web portal. Encryption/ decryption should be implemented as per Bank's IS Security guidelines.	

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



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Sl. No.	Requirement	Compliance (Yes/No)		
8	System shall be capable of updating latest IFSC codes in the system by reading proliferation messages from IFTAS			
9	For CTS, system shall be capable of processing files from sub member and share to Indian Bank DEM. Also download inward files from Indian Bank's DEM and push to sub members. System should be in compliant to proposed Continuous Clearing by RBI.			
10	System should be integrated with Indian Bank APIs to post consolidated amount during Inward and Outward file process			
11	SFTP shall be used to exchange CTS and reconciliation files between Sub Member Bank and Indian Bank			
12	CTS System shall also have capability to process CTS data through File Upload in a secured web portal.			
13	Hub Solution application should have provision to upload digital signatures by Bank team through front end screen and it should be not accessible by others including administrators and developers.			
	Application Requirement			
14	Application should handle at-least 500 TPS should be scalable as per Banks requirements.			
15	Solution should integrate with Bank's AD, SMS & Email Gateways.			
16	System should generate random password while creating user. This password should be sent to both the User's mobile phone and email address.			
17	User password should travel in encrypted form while login and should be stored in encrypted form. The encryption should be one way (Salted hash with SHA2) and should be in compliance to time to time Regulatory/ Bank's IS Security guidelines..			
18	System should provide facility to set password policy as per Bank Policy (password expiry period, password length and complexity, user lock/unlock period, forgot password management with cooling period etc.)			
19	Session Management to handle such that no data is exchanged or mixed with other concurrent sessions.			
20	Application should support all major browsers (EDGE / CHROME etc)			
21	Solution shall be capable of operating with Zero Data Loss in case of any site failure / disaster recovery.			
22	Solution should be built on modern languages/platforms that support proper exception handling, memory and process isolation.			
23	Application should support three tier architecture: Web, Application and Database			
	General IT related Requirements			
24	Customizable dashboard as per bank/ Sub-member requirements and facility to export reports into different formats viz. Excel, PDF and CSV			
25	Database structure and support should be provided to Bank's Data Warehousing & MIS project to enable them to generate the reports in Bank's formats without any additional cost.			
	Software related Specifications			
26	<table><tr><td>OS</td><td>Oracle Linux 8 or 9 Windows 2019 Server or newer version</td></tr></table>	OS	Oracle Linux 8 or 9 Windows 2019 Server or newer version	
OS	Oracle Linux 8 or 9 Windows 2019 Server or newer version			

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



GeM RFP Ref: GEM/2024/B/5367259

Sl. No.	Requirement				Compliance (Yes/No)
		Database	Oracle 19c (Or newer version)		
		Webserver	IIS/WebLogic		
	Security / Audit Trail				
27	The system should enable profiling of users and definition of control levels and passwords.				
28	The supplied application software will be used over WAN and hence must be secured against cyber/virus attacks (TLS (1.2 & above)/HTTPS for all Web portals).				
29	All Error messages must be logged. It should be possible to look up on- line (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action.				
30	System should provide auditable management of User-ids, access rights and passwords, logins, activities etc.				
31	Audit trail of all the activities should be maintained. Maintenance of a secure, auditable log of access to the system, identifying user-id, date, time, functions accessed, operations performed. The raw logs have to be stored for at least 10 years.				
32	Proposed Application should be free from OWASP vulnerabilities				
	Functional Specification				
33	The proposed application must handle the following processing with respect to NEFT/RTGS Transactions. 1. Between Sub-member banks of Indian Bank 2. Between Sub-member bank of Indian Bank and Other Banks 3. Between Sub-member bank and RRBs of Indian Bank 4. Between Sub-member bank and Indian Bank 5. Between Sub-member bank and Indian Bank CMS Hub 6. Between multiple sub-member bank systems within Indian Bank.				
34	The proposed application should have User Management, Approval Matrix, Hierarchy, Limit Management, Project/Physical Activity management and Dashboard & Reports				
35	The proposed application should have facility to integrate with Member Bank's, NPCI & RBI through MQ, APIs & SFTP.				
36	The proposed system should have facility to update additional detail like limits, IFSC, MICR etc... of RTGS / NEFT & CTS transactions of Member banks				
37	The proposed application should have facility to report/dlsplay the status (successful and rejected/failed) messages received at bank/ sub-member bank end.				
38	Transaction view facility to check the status of all inward and outward transaction and reason for decline if declined.				
39	The proposed application should have facility to trigger E-Mail & SMS alert for limit exceeding, insufficient funds, transaction failures and incorrect IFSC / Account number				
40	The proposed application should have Customizable dashboard as per bank requirements.				

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Note:

Each technical point from 1- 40 will carry 1 mark each (Max marks: 40)

In case the bidder does not have the immediate capability for any of the above proposed Technical and Functional specifications then the bidder must give an undertaking stating the readiness of the same before delivery.

Table B – Bidder's Capabilities, Past Experiences			
Sub Criteria	Evaluation Parameters	Max Scores	Bidder's response
Implementation Experience	No. of Sponsor Banks for which Co-operative Bank (sub-member) Hub Solution (NEFT/ RTGS / CTS) has been implemented. (5 mark for each bank implementation)	15	
Implementation Timelines	Commitment from Bidder for implementation in our Bank (a) Within 4 Weeks (15 Marks) (b) Within 6 Weeks (10 Marks) (c) Within 8 Weeks (5 Marks)	15	
Readily Available Solutions	Sub-member Bank Hub Solution – NEFT Sub-member Bank Hub Solution – RTGS Sub-member Bank Hub Solution – CTS (2 marks for each readily available solution)	5	
Processing Capabilities with respect to NEFT/RTGS Transactions.	The proposed application has to handle the following <ul style="list-style-type: none"> Between Sub-member banks of Indian Bank Between Sub-member bank of Indian Bank and Other Banks Between Sub-member bank and RRBs of Indian Bank Between Sub-member bank and Indian Bank Between Sub-member bank and Indian Bank CMS Hub Between multiple sub-member bank systems within Indian Bank	5	
Processing Capabilities with respect to CTS	CTS Outward & Inward Processing Integrated transfer with SFTP Integrated with DEM Online Accounting with CBS Compatibility to Continuous Clearing	5	
Table C – Presentation and Customer (references) feedback			
1	<p>Presentation of the bidder on approach and methodology for implementation. The presentation should contain the following points:</p> <p>1. Banks in which the bidder has implemented HUB Interface solution and the strategy used</p> <p>2. Technical aspects with respect to solutions used</p>	10	

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2	Customer references regarding satisfactory performance by the Banks where HUB Interface solution has been successfully implemented in production: Reference from Scheduled Commercial Banks (2 marks for each)	5	
Max – Relative Technical Evaluation Marks		20	

Table D – Consolidated Score for Relative Technical Evaluation (RTE)

Sl No	Particulars	Max marks	Bidder's reply with supporting documents
1	Table A - Technical and Functional Requirements	40	
2	Table B – Bidder's Capabilities, Past Experiences	40	
3	Table C – Presentation and Customer (references) feedback	20	
Total Marks		100	

We comply with all requirements, minimum Technical Specifications / standards for various components, technical requirements for Sponsor Bank HUB Interface solution, terms and conditions mentioned in the Bid Document.

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.

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

GeM RFP Ref: GEM/2024/B/5367259

PART – II

Commercial Bid

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

Date:

The Asst. General Manager
CO: Information Technology Department
Indian Bank, Head Office,
Third Floor, 66, Rajaji Salai,
Chennai-600001

Dear Sirs,

Sub: Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

Ref: Your RFP No. GEM/2024/B/5367259 dated 05/09/2024

Having examined the Bidding Documents, we submit our price as follows:

Table A – Licensing Components (with 1-year warranty and 2 years ATS)					
Details	Procurement Cost with 1 years warranty (A)	ATS Cost for 2nd, 3rd Year			Total Cost (E) = (A) + (D)
		2nd Year AMC (B)	3rd Year AMC (C)	Total AMC Cost (D) = (B) + (C)	
HUB Interface (RTGS, NEFT & CTS) Solution including customization to On-board Co-operative Banks as a Sub-member					
Total of Table A					
Table B – One Time Implementation Cost					
Sl.No	Solution Description	Implementation Cost			
1	HUB Interface Solution for RTGS platform				
2	HUB Interface Solution for NEFT platform				
3	HUB Interface Solution for CTS platform				
Total of Table B					

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Table C – Facility Management Services (Onsite Technical Support) For A Period Of Three (3) Years				
Type	Unit Cost per Year (A)	No of Resources (B)	No of Years (C)	Total cost (D) = (A*B*C)
Onsite dedicated resources 24*7*365 **Minimum of 5 support staff are required as 3 Rotational shifts to be maintained for 365 days.			3	
Table D - Co-operative bank on-boarding Charges (pro rata basis)				
Details	Unit Cost (A)	Quantity (B)	Total cost (C) = (A*B)	
Co-operative bank on-boarding Charges		100		
Table E – Customisation Charges				
Details	Per Manday (A)	Quantity (B)	Total cost (C) = (A*B)	
Customisation charges for enhancements during contract period (Not covered in the scope of work)		100		
Total of Table E				

TABLE- F:

TOTAL COST OF OWNERSHIP (TCO) FOR THREE YEARS PERIOD			
*All amount in INR			
S.No.	Table Detail	Table Description	Total Cost
1	Total of Table A	HUB Interface (RTGS, NEFT & CTS) Solution including customization to On-board Co-operative Banks as a Sub-member With 1 Year Warranty and 2 Years AMC	
2	Total of Table B	One Time Implementation Cost	
3	Total of Table C	1 (One) Onsite dedicated resources 24*7*365 for a period of 3 years **Minimum of 5 support staff are required as 3 Rotational shifts to be maintained for 365 days.	
4	Total of Table D	Co-operative bank on-boarding Charges – 100 in number	

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



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5	Total of Table E	Customisation charges for enhancements during contract period (Not covered in the scope of work) -- 100 man days	
TOTAL OF TABLE - E			

- All amount should be quoted in INR inclusive of all taxes.

PRICE STATEMENT:

Bank reserves the right to re-negotiate the price with the L1 Bidder, at its sole discretion.

Total price quoted shall be all inclusive i.e Professional Fee, AMC, out of pocket expenses (Such as Travel, lodging, boarding and other administrative expenses). The Bank will not entertain any other claim other than over and above the bid specified in the Commercial bid.

GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product/service.

Note:

- Any column left blank by the bidder will result in disqualification of the bid.
- The branches and office mentioned above may be increased /decreased as per Bank requirements.
- Price quoted per branch/office is inclusive of all duties/levies/octroi all other applicable taxes including GST.
- In case of discrepancy between price quoted per branch and total price, the price per branch /office shall prevail.

We submit that we shall abide by the details given above and the conditions given in your above tender.

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

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ANNEXURE – I
BIDDERS INFORMATION

S. No	Information	Particulars / Response
1	Company / Firm Name	
2	Constitution	
3	Date of Incorporation	
4	Company Head Office Address	
5	Registered office address	
6	PAN/GST/TAN Number	
7	Whether MSE/Startup(quote registration no. and date of registration, copy to be attached	
8	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	
9	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of Board Resolution)	
10	Contact persons address, telephone number, mobile number, Fax Number, Email ID. (give at least 2 contact persons details)	
11	Any pending or past litigation as on date? If yes please give details	Yes/No/Comments (if option is 'Yes')
12	Details of major assignments with contract value and period of contract	
13	Any other relevant information	

We confirm that, all the details mentioned above are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage of evaluation, the Bank has the right to reject the proposal and disqualify us from the process.

We hereby acknowledge and unconditionally accept that the Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP document, in short listing of bidders. We also acknowledge the information that this bid is valid for a period of 180 days, for the short-listing purpose, from the date of expiry of the last date for submission of bid.

Office Seal
Place:
Date:
(Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:
Telephone No:
E-mail ID:

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years




GeM RFP Ref: GEM/2024/B/5367259

ANNEXURE-II

Bid Form

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

Date: _____

The Asst. General Manager
CO: Information Technology Department,
Indian Bank, Head Office,
Third Floor, 66, Rajaji Salai,
Chennai-600001

Dear Sirs,

Sub: Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

Ref: Your RFP No. GEM/2024/B/5367259 dated 05/09/2024

Referring to your above RFP, we submit the compliance details of the specifications given below:
Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to..... (Description of Goods and Services), in conformity with the said Bidding Documents.
We undertake, if our bid is accepted, to deliver the goods & services in accordance with the delivery schedule specified in the Schedule of Requirements.
If our bid is accepted, we will obtain the Guarantee of a Bank in a sum equivalent to **5% per cent** of the Contract Price for the due performance of the Contract, in the form prescribed by the Bank.
We agree to abide by this for the bid validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We agree to extend the Bid Validity Period, if required.
Until a formal contract is prepared and executed, this bid, together with your notification of award, shall constitute a binding Contract between us.
We 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.

Dated thisday of 2024

Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of
(Name & Address of Bidder)

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

Mobile: _____

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



GeM RFP Ref: GEM/2024/B/5367259

Email :

ANNEXURE-III

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

Self-Declaration – Blacklisting

The Asst. General Manager
CO: Information Technology Department
Indian Bank, Head Office,
Third Floor, 66, Rajaji Salai,
Chennai-600001

Dear Sirs,

Sub: Procurement, Implementation & Maintenance of Interface (RTGS/ NEFT / CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

Ref: Your RFP No. GEM/2024/B/5367259 dated 05/09/2024

Referring to your above RFP, we submit the compliance details of the specifications given below:

We hereby certify that; we have not been black listed/ banned/ declared ineligible for corrupt and fraudulent practices by any Financial Institutions/Banks/ Government Agency/ RBI/ ICAI/ Semi Government Departments/ PSUs and not have any disciplinary proceedings pending against the applicant Company / firm or any of the partners.

Office Seal

Place:

Date:

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



GeM RFP Ref: GEM/2024/B/5367259

ANNEXURE – IV

Experience Details

Ref: GEM/2024/B/5367259 dated 05/09/2024

(Submit photocopies of Purchase Orders along with their Credentials as supporting documents for each item as per eligibility & evaluation criteria separately)

S.No.	Name of Organization for whom services rendered	Nature of Work	Extract of Purchase order Enclosed (Y/N)	Project Details		
				Period (No. of Months)	Start Date	Date of Completion/ expected completion

Office Seal

Place:

Date:

For

(Authorised Signatory)

Name:

Designation:

Mobile No:

Business Address:

Telephone No:

E-mail ID:





GeM RFP Ref: GEM/2024/B/5367259

ANNEXURE – V

MAKE IN INDIA CERTIFICATE

Bidder's Reference No. _____

Date.....

To
Asst General Manager (Security)
Indian Bank,
Corporate Office
Security Department,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai 600014

Sub: Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

Ref: Your RFP No. GEM/2024/B/5367259 dated 05/09/2024

1. In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020 and its amendments, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum local content i.e., _____% against Indian Bank Tender No..... dated..... We qualify as a _____ (Class-I or Class II) local supplier. Details of location at which local value addition will be made as follows:

2. We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

3. We have submitted the details indicating total cost value of inputs used, total cost of inputs which are locally sourced and cost of inputs which are imported, directly or indirectly with the commercial proposal.

Place:
Date:

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

[Handwritten signature]





Information Technology Department,
INDIAN BANK, Head Office
66, Rajaji Salai,
Chennai-600 001
Date: 05/09/2024

GeM RFP Ref: GEM/2024/B/5367259

ANNEXURE – VI

(On letter head of– Minimum 2)

CERTIFICATE OF PERFORMANCE

This is to certify that M/s (Name of Bidder) are presently providing **Sponsor Bank Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member** since..... and the services rendered by the Agency are found Satisfactory.

This certificate is issued at the behest of M/s..... for the sole purpose of participating in Indian Bank's RFP / Tender, without any prejudice on the Issuing Authority and is valid for a period of 6 months only.

(Signature)

Name of Executive (Not less than Scale V) / Equivalent

Designation

Name of PSB / PVB

Mobile / Contact Number :

E-mail :

Place:

Date:

Bank SEAL :

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



GeM RFP Ref: GEM/2024/B/5367259

ANNEXURE – VII

(On letter head of CA firm)

DETAILS OF FINANCIAL PERFORMANCE OF BIDDER

(To be provided by Statutory Auditor/Chartered Accountant)

(Rs in crores)

Financial Year	Annual Turnover from Domestic Operations	Net Profit from Domestic Operations	Net Worth
2021-22			
2022-23			
2023-24			

This is to certify that the above information relating to M/s _____ (Name of the Bidder) is correct as per information available in the books of the Firm. The information is based on Audited Financial Statements.

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Firm Registration No.

Membership No.

Seal:

Place:

Date:

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



GeM RFP Ref: GEM/2024/B/5367259

ANNEXURE-VIII

Contract Form

(To be submitted on Non - Judicial Stamp Paper)

THIS AGREEMENT made theday of.....2024.. Between Indian Bank, having its Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014 (hereinafter called as "the Purchaser") which term shall unless repugnant to the context or meaning thereof shall mean its successors and assigns) of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called as "the Supplier") which term shall unless repugnant to the context or meaning thereof shall mean its successors and permitted assigns) of the other part:

WHEREAS the Purchaser invited bids vide RFP No. for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the provision of those goods and services in the sum for (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in the said RFP.
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 Schedule of Requirements;
 - (c) the Functional & Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award/Purchase Order.
 - (f) 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.

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



GeM RFP Ref: GEM/2024/B/5367259

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

S.No.	Table Description	Total Cost (INR) (including GST)
1	HUB Interface (RTGS, NEFT & CTS) Solution including customization to On-board Co-operative Banks as a Sub-member with 1 Year Warranty and 2 Years AMC	
2	One Time Implementation Cost	
3	1 (One) Onsite dedicated resources 24*7*365 for a period of 3 years **Minimum of 5 support staff are required as 3 Rotational shifts to be maintained for 365 days.	
4	Co-operative bank on-boarding Charges – (100 in number)	
5	Customisation charges for enhancements during contract period (Not covered in the scope of work) – 100 man days (Will be paid on actual consumption as per requirements)	

TOTAL VALUE:

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:.....

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.




GeM RFP Ref: GEM/2024/B/5367259

ANNEXURE-IX

Performance Security Format

Bank Guarantee No.

Date:

The Asst. General Manager
CO: Information Technology Department
Indian Bank, Head Office,
Third Floor, 66, Rajaji Salai,
Chennai-600001

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

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

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

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

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

Signature of Authorized Official with Seal

.....
Date.....202...
Address:
.....

NOTE:

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

GeM RFP Ref: GEM/2024/B/5367259

ANNEXURE-X

Pre-Contract Integrity Pact

(To be submitted on Non - Judicial Stamp Paper)

PRE-CONTRACT INTEGRITY PACT

Between

Indian Bank hereinafter referred to as "The Bank"

and

..... hereinafter referred to as "The Bidder/Service Provider"

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for procurement of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 – Commitments of the Bank

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

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

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

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

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

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

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

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

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

Section 5 – Previous Transgression

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

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

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

Section 8 – Independent External Monitor / Monitors

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

Section 9 – Pact Duration

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

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

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Section 10 – Examination of Books of Accounts

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

Section 11 – Other provisions

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

The parties hereby sign this Pre-Contract Integrity Pact aton

(For & On behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____
Date _____

Place _____
Date _____

Witness 1:
(Name & Address) _____

Witness 1:
(Name & Address) _____

Witness 2:
(Name & Address) _____

Witness 2:
(Name & Address) _____

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ANNEXURE-XI

Non-Disclosure Agreement

THIS AGREEMENT made and entered into aton this theday of.....202... between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office, 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the “**BANK**” which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

The Bank is inter-alia engaged in the business of banking and intends to procure HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

M/s..... Limited has been engaged in the business of providing HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years since.....

The parties have entered into agreement dated _____ for Supply, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years (herein after referred to as “purpose”) and have established business relationship between themselves. In course of the said purpose, it is anticipated that each party may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information. The parties have agreed that disclosure and use of such confidential information shall be made and on the terms and conditions of this agreement.

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

1. Confidential information

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



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

2. Use of Confidential Information

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorized representative of the other party or pursuant to subsequent agreement between the Parties hereto.

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

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

Upon written request by the Bank, the Supplier shall:

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

3. Exemptions

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

- Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality
- Is or becomes publicly known through no unauthorized act of the Receiving party
- Is rightfully received from a third party without restriction and without breach of this agreement

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

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

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

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed used only for the purposes for which the order was issued.

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof. Notwithstanding the above, the obligations of the receiving party in respect of disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

5. Title and Proprietary rights

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

6. Return of confidential information

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

7. Remedies

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

8. Entire agreement

GeM RFP Ref: GEM/2024/B/5367259

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

9. Severability

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

10. Dispute resolution mechanism

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

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

11. Jurisdiction

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

12. Indemnity clause

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

13. Governing laws

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

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

BANK

M/s

GEM RFP Ref: GEM/2024/B/5367259

ANNEXURE-XII

Declaration for MSE Benefits

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

To,
The Asst. General Manager
CO: Information Technology Department
Indian Bank, Head Office,
Third Floor, 66, Rajaji Salai,
Chennai-600001

Sub: Sub: Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

Ref: Your RFP No. GEM/2024/B/..... dated 10.06.2024

Dear Sir,

This has reference to our bid submitted in response to your Request for Proposal (RFP) Ref. No. RFP No. GEM/2024/B/..... dated 10.06.2024 floated for HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years. 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 MSE benefits in response to your RFP floated, as referred above.

a) Exemption on submission of bid security

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

Office Seal
Place:
Date:

For
(Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:

Telephone No:
E-mail ID:



GeM RFP Ref: GEM/2024/B/5367259

ANNEXURE-XIII

Bidder's Name:

Manufacturer Authorization Form

[Note: This Format Letter should be on the letterhead of the OEM concern and should be signed by an Authorized Signatory of the OEM] No. _____ dated _____

To
Asst. General Manager,
Indian Bank, Head Office,
Information Technology Department, Third Floor,
66, Rajaji Salai,
Chennai-600001

Dear Sir,

Sub: GeM Bid for Engagement of Service Providers for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

Ref: GeM Bid Ref. No. GEM/2024/B/..... dated 10.06.2024

We _____ who are established and reputed manufacturers of _____ having factories/development facilities at 1) _____ and 2) _____ do hereby authorize M/s _____ (Name and address of the Agent/Dealer) to offer their quotation, negotiate and conclude the contract with you against the above invitation for tender offer.

We (Manufacturer/Original Software Owner/Developer) hereby extend our full guarantee and warranty as per terms and conditions of the tender and the contract for the solution, products/equipment and services offered against this invitation for tender offer by the above firm and will extend technical support and updates and ensure availability of spares including processors for our products for contract period from the date of installation.

We (Manufacturer/Original Software Owner/Developer) also confirm that we will ensure all product updates (including management software updates and new product feature releases) are provided by M/sfor all the products quoted for and supplied to the bank during the Contract period. In case this is not considered while quoting and in the event M/s fail in their obligations to provide the updates within 30 days of release/announcement, we hereby confirm that we will provide the same to the bank at no additional cost to the bank and we will directly install the updates and any new Operating Software releases at the bank's premises.

We also confirm that the proposed solution offered by the bidder to the Bank are correct, viable, technically feasible for implementation and the solution will work without any hassles in all the locations. We also confirm that all the equipment offered are not "End of Life" during the next One Year and "End of Support" for total Contract Period.

Yours faithfully,

Office Seal

(Authorised Signatory)

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.





Information Technology Department,
INDIAN BANK, Head Office
66, Rajaji Salai,
Chennai-600 001
Date: 05/09/2024

GeM RFP Ref: GEM/2024/B/5367259

Place:
Date:

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

ANNEXURE-XIV

Pre-Bid Query Format

Ref: RFP No. GEM/2024/B/5367259 dated 05/09/2024

Bidder's Name:

S.No	Page No	Para No.	Description	Query details (If any)

Office Seal
Place:
Date:

For
(Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:

Telephone No:
E-mail ID:

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.

Q9W



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ANNEXURE-XV

(On letter head of CA firm)

Litigation Certificate

Ref: RFP No. GEM/2024/B/5367259 dated 05/09/2024

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

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Firm Registration No.

Membership No.

Seal:

RFP for Procurement, Implementation & Maintenance of HUB Interface (BTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



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ANNEXURE-XVI

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") in terms of RFP Ref.....dated.....

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

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

THE CONDITIONS of this obligation are:

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

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

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

(Signature of the Bank)

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

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



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ANNEXURE-XVII

MeitY Form-1

Affidavit of Self-Certification regarding Domestic Value Addition in an Electronic Product
(to be provided on Rs.200/- Stamp Paper)

Date:

I _____ S/o, D/o, W/o _____, Resident of _____
do hereby solemnly affirm and declare as under.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No. 33 (3)/2013-IPHW dated 23.12.2013

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Ministry of Electronics and Information Technology (MeitY), Government of India for the purpose of assessing the domestic value-addition.

That the domestic value addition for all inputs which constitute the said electronic products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Ministry of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No., wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities:

- i. Name and details of the Domestic Manufacturer:
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued:
- iii. Electronic Product for which the certificate is produced:
- iv. Procuring agency to whom the certificate is furnished:
- v. Percentage of domestic value addition claimed:
- vi. Name and contact details of the unit of the manufacturer:
- vii. List and total cost value of inputs used for manufacture of the electronic product:

GeM RFP Ref: GEM/2024/B/5367259

- viii. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house:
- ix. List and cost of inputs which are imported, directly or indirectly.

Office Seal
Place:
Date:

For
(Authorised Signatory)
Name:
Designation:
Mobile No:
Business Address:

Telephone No:
E-mail ID:

ANNEXURE XIX

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



GeM RFP Ref: GEM/2024/B/5367259

SERVICE LEVEL AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2024 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugham Salai, Chennai 600014 (hereinafter "the Purchaser") of the one part and the Managed Service Provider M/s _____ having its Registered Office at _____ (hereinafter called "the Service Provider") of the other part:

WHEREAS the Purchaser has placed an order with the Service provider Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years vide Bank's Purchase Order REF: CO:ITD:.....2024 dated2024

NOW THIS SERVICE LEVEL AGREEMENT WITNESSETH AS FOLLOWS:

1. VALIDITY OF THE AGREEMENT

This agreement will be valid from date of Purchase Order for a period of 3 years till..... of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years under the above referred Purchase Order.

2. SCOPE OF SERVICES

Major Scope of Services to be rendered by the vendor is as follows:

The solution should be able to run on VMware virtualized environment / Cloud environment. Bidder must mention the hardware, OS components, Oracle Database required for the solution. Bank will provide necessary hardware (servers & storage) & Software (OS -Windows/ Linux, Oracle Database and Oracle Web-logic). in virtual environment (VM)/ Private cloud. Any additional hardware / software components required for the proposed solution should be provided by the Bidder.

All Application licenses for central sites (DC, DR, NDC, NDR (if any)) envisaged are required to be on-premises irrevocable perpetual software licensed to Indian Bank for unrestricted use across the organization, irrespective of locations or number of users, right to use the software even after the contract period. Only licensed copies of software shall be supplied and ported. Further, all software supplied shall be of latest version. Any upgrades to the solution during the AMC/ATS period shall be provided at no additional cost to the bank.

Application should be supplied, installed, implemented and maintained at Bank's Data Centre in Chennai and at DR Site in Mumbai. During the contract period, as per Bank's requirement solution should be installed at Bank's NDC site Chennai and/or NDR Site in Mumbai also.

The application software should fully comply with all the existing or future time to time guidelines, requirements notified by RBI/NPCI/ other statutory/government bodies etc with respect to NEFT, RTGS and CTS during the contract at no additional cost to the bank.

Application should integrate with Bank's Middleware, CBS, SFMS, DEM, SFTP, AD, SIEM, DAM, Centralised Log Monitoring system etc required as part of the solution

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



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Hub Solution application should have provision to upload digital signatures by Bank team through front end screen and it should be not accessible by others including administrators and developers.

The application should abide by the User management system and password policy as per the IT security policy outlined by the bank and should also incorporate maker-checker concept with multi-factor authentication for operational users. Solution should be integrated to Bank's Active Directory and Domain system

Vendor should ensure Background checks are carried out for the resources posted in the Bank and the report is submitted to Bank during the contract period.

Vendor should provide Service Level Agreement (SLA) based services and the SLA tracking system as well as for maintaining operational workflow

Vendor to provide support for maintenance and routine activities like DR Drills, day end, month end, quarter ends, and year ends, uploads, downloads, trouble shooting, problem resolution, servicing and maintenance etc.

Vendor must extend required support during periodic VAPT (External & Internal), IS Audit, Security Audit, various compliances with respect to government and regulatory, cyber related, etc to the Bank. Also, rectification of vulnerabilities/deficiencies pointed out during Audits should be fixed within stipulated timeline at no cost to the Bank

The service support for should be available on 24*7*365 basis. Initially, company will deploy minimum 1 person(s) per shift round the clock (3 shifts per day) equipped with necessary technical as well professional knowledge and expertise

The DC and DR setups shall be in high availability mode (i.e. active/active or active/passive). The DC & DR setups shall be in virtual/cloud environments.

Solution must integrate with Bank's existing network and security solutions

The Vendor has to provide end-to-end documentation such as network architecture / data flow diagram, User manual / SOP, User guides/quick references and troubleshooting document.

The vendor should ensure proper training through online / offline mode to Sponsor Bank/Member Bank Staff and Department Officials before implementation of the scheme.

The vendor has to provide application, which is highly dynamic and scalable to on board many such member banks / institutions in due course

The vendor has to provide MIS / Reports of data like NEFT / RTGS / CTS related Successful or rejected transactions in a dashboard to bank for analysing the Insights and optimising the process / application.

The Vendor should submit application security audit certificate issued by CERT-IN, PCI-DSS or any other competent authorities as applicable.

Solution to be deployed on premise of the Bank (DC/DR/NDR/NDC)

Vendor to provide detailed documentation (functional and technical) to the Bank on all the implementation and customization done.

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Backup, archival, restoration and database maintenance (if any specific to application functioning) shall be provided by the Vendor duly documented. Documentation and data dictionary shall be updated and provided to Bank after every customization

If bank upgrades the hardware, operating system or database the software must support new hardware and database during the contract with no additional cost to the Bank.

All software installed must be maintained with latest patches and fixes free from any known bugs, vulnerabilities, etc. Support and fixes from the Vendor in case of malfunction reported after application of server patch.

The Bank will carryout Vulnerability Assessment Penetration Testing (VAPT) as source code audit of the solution provided by third party security auditors appointed by Bank periodically or as per Regulatory guidelines. The vendor shall fix/ rectify the vulnerabilities and observations found by the IS Auditor free of cost and submit the final compliance/closer report/certificate from the Auditor within the stipulated Bank's defined timelines.

Bank shall provide Hardware, Operating System and Oracle Database. In case of any other RDBMS, bidder has to provide necessary licenses and obtain enterprise support from OEM for the same. However, the service provider has to complete Installation, Configuration, Customization, Upgradation, Maintenance and Support of all the software / tools required in the proposed Platform.

Bidder has to provide and arrange for necessary licenses and OEM support for any third party tools / libraries required for the solution to function other than mentioned above. In case of any open source tools being used without enterprise support, bidder will be responsible for the installation & maintenance and undertaking shall be provided by the bidder for maintaining such solutions and fix all the vulnerabilities identified within reasonable time of 4 weeks.

The proposed solution should have minimum the following functionalities

1. Routing of NEFT, RTGS and CTS messages and files among Indian Bank, Co-Operative Banks, Bank's Sponsor RRBs, Cash Management System (CMS) of Indian Bank and SFMS Hub / CTS DEM (Data Exchange Module) interfaces. Primarily RTGS & NEFT messages should be exchanged through MQ system as per IFTAS message standards. Additionally provision to process the RTGS & NEFT messages files through SFTP integration
2. Provide a secure interface with multi-factor authentication to Co-Operative Banks to access and upload the records/ files for processing. The portal will be made accessible to Co-Operative Banks through the dedicated link established between Co-Operative Bank and Indian Bank through MPLS.
3. Co-operative bank will procure minimum 2 Mbps MPLS WAN link with 2 different ISPs (currently M/s Airtel and M/s BSNL) with Indian bank VRF ID to connect Indian Bank MPLS Network.
4. Provide a system interface using MQ for direct integration with Co-Operative Bank Core Banking/Payment systems. Co-Operative bank to have a NEFT, RTGS format compliance CBS/Payment gateway for this type of integration, Specifications will be the same as IFTAS/RBI specifications for the respective channels.
5. Provide necessary reconciliation files to Bank and Co-Operative banks for reconciliation. The proposed hub solution will be having facility to generate the reconciliation files on daily (or as

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Date: 05/09/2024

6. Interface with Indian Bank CBS through Enterprise Service Bus (ESB) for online transaction posting (debit or credit) in respective Co-Operative Bank Current Account for the corresponding transaction amount. Message shall be routed only on successful accounting in the respective Co-Operative Bank current account maintained with Indian Bank.

7. The application should have following main modules as per bank's requirement and proposed framework:

For Sponsor Bank:

- Admin Panel
- Member Bank Management (Date & time based restrictions, Limit based restrictions (transaction, daily, monthly etc))
- User Management
- Limit Management
- Alert Management
- Sub Member Admin Panel
- Reports

For Sub Member Bank:

- **User Management, Role based approval matrix**
- **Transaction processing**
- **File based processing**
- **Limit Management**
- **MBR IFSC Code Management**
- **Alert Management**
- **Member Bank MIS/Reconciliation Reports**

Application should come with Transaction routing, transaction positing, settlement posting, Triggering alerts, Limit Management & Threshold management for the following transactions:

- **Real-time Gross Settlements (RTGS)**
- **National Electronic Funds Transfer (NEFT)**
- **Cheque Truncation System (CTS) – File Exchange / Continuous clearing**

The interface application should come with following modes:

- **Straight Through Process (STP) – MQ**
- **File based – SFTP**
- **Transaction processing / File based Upload through authenticated web interface with multi-factor and role based & Limit based on approval matrix.**

Also selected vendor should provide One (1) onsite dedicated resource per shift in three(3) shifts per day on 24*7*365 basis during the period of contract at designated Bank's premises at Chennai.



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Accounting and Reconciliation

For RTGS & NEFT, accounting will be done on each message basis (No netting of transactions) and transactions will be allowed to pass to RBI Hub, only after accounting the transaction amount in Current Account of respective Co-Operative bank. Hence Co-Operative Banks will be instructed to maintain sufficient balance in their accounts with Indian Bank. Mail & SMS alerts should be sent respective Co-operative Banks and Indian Bank on breach of various thresholds based on transaction limits, daily limits, time based limits etc and transaction related errors/fails.

The proposed solution should be integrated with Indian Bank CBS through the available APIs in Bank's Enterprise Service Bus for necessary accounting.

Reconciliation will be carried out by RTGS Cell (RTGS & NEFT), Service Branch Chennai (CTS) in Indian Bank and all the participating Co-operative banks also will be instructed to carry out reconciliation at their end on daily basis (or as decided and mutually agreed depending on the risk perception and regulatory directions). Required MIS, Reconciliation files etc should be made available at Sponsor Bank & Sub-member Banks in the predefined format.

Proposed Solution Functionality

The Co-Operative NEFT/RTGS Hub acts as a message routing and accounting solution for RTGS/NEFT messages between Co-Operative Bank and Other entities (Other Co-Operative banks onboarded as sub-members, Indian Bank, Indian Bank RRBs, Indian Bank CMS Hub and Other Banks). Co-Operative Banks will be on-boarded as sub-members of Indian Bank.

For CTS, Co-operative banks have to send and receive files in NPCI formats and the file exchange will be done only through dedicated SFTP configured at Indian Bank. The solution should be in compliant with proposed Continuous CTS clearing guidelines by RBI. Accounting will be done on file basis and such files will be exchanged with NPCI only after necessary accounting.

CTS Outward

- CTS / capture system of sub member bank will push the file to designated SFTP
- Proposed CTS Hub application will process files from sub member and push to Indian Bank DEM
- Proposed CTS Hub application will get OACK files from Indian Bank DEM and Call Indian Bank API and Post consolidated entry to CBS
- Hub will push to respective Co-Operative bank designated SFTP
- Should be in compliant with proposed continuous CTS clearing guidelines
- Co Operative bank will read OACK files and process at their end.

CTS Inward

- NPCI exchange file with Indian Bank DEM
- Proposed CTS Hub application will get inward files from Indian Bank DEM
- Process file and Call Indian Bank API and Post consolidated entry to CBS
- Submit to sub member SFTP location

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- System should have functionality for individual inward cheque return and bulk returns.
- Should be in compliant with proposed continuous CTS clearing guidelines.
- Accounting will be done using APIs to CBS for return records.

Warranty and Annual Technical Support (ATS):

1. The vendor has to fix bugs and issues reported during the Warranty and ATS period without any additional cost to the Bank.
2. In case of version up-gradation of Weblogic/IIS, Oracle and Windows/Linux the Application should run smoothly on upgraded version. In case any enhancements required in the solution to make compatible on latest versions of Weblogic/IIS, Oracle and Windows/Linux should be carried out as part of ATS cost.
3. Warranty & ATS contract will cover for any minor modifications and bug fixes to the mentioned flow or architecture, without any additional expenses or cost to bank. However, major changes shall be carried out through change request process.
4. Post deployment of the application, the vendor has to provide 24x7x365 support.
5. Third party security auditors appointed by the Bank periodically or as per regulatory guidelines will carry out vulnerability Assessment, Penetration Testing (VAPT), Application Security Audit and Source Code Audit of the Application. The vendor shall fix/ mitigate the vulnerabilities and observations found by the IS Auditor should be included in Warranty & ATS cost and submit the final compliance/closure report/certificate from the Auditor on top priority and in a time-bounded manner.
6. Any additional licence / subscription procured and mandatory for application functioning (like SSL Certificate), should be renewed by the vendor as a part of Warranty & ATS / AMC, without any additional cost to the bank.
7. The vendor has to extend the support for minimising TAT / RPO / RTO during exigencies / BCP drill activities.
8. The vendor should periodically monitor the application for any abnormalities like peak utilisation, irresponsiveness etc and optimise the application if required.
9. Support to be provided for mandatory DR Drills (Currently bank is doing 4 DR Drills, 1 each per quarter).

Facility Management (FM) Services

Vendor should provide minimum 1 (One) onsite dedicated resource per shift (3 shifts per day) 24*7*365 basis during the period of contract at designated Bank's premises Chennai. The scope of FM resources indicative but not limited roles and responsibilities are as under:

- Selected Vendor should deploy sufficient support resources in bank premises to handle 3 shifts (one resource per shift) for 365 days in a year without any exception.
- The vendor will provide Installation and Maintenance support from mutually decided Bank's premises.
- The vendor will do configuration and tuning of Web Server, Application Server as per requirement of Application for smooth functioning.
- Troubleshooting, resolution of problems, day to day operationalization issues to meet the SLA

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- Support to Bank's team and Co-operative Bank teams in day to operational and technical issues.
- Management and maintenance solution as per the Bank's requirements
- Support during periodic DR Drills (Minimum of 1 Drill per quarter, 4 in a year).
- Support during periodic VAPT, Security Scans, System Audit etc.
- Time to time application patching.
- Any other related work as mentioned in scope of work.
- Access to only UAT environment will be provided to the vendor from mutually decided Bank's premises. After installation and configuration, Live environment will be managed by Bank's team and vendor has to provide support in patch movement, maintenance and trouble-shooting through bank's team.
- Vendor is liable to perform complete background verification of on-site resources and also provide the documents concerned to the Bank so that Bank may also check the same, if required. The deputed personnel will be employed by the bidder on their payrolls/contracts without having any employment right with the bank. Moreover, deployed personnel will not have any right whatsoever to lodge claim of any nature directly or indirectly with the bank and it would be responsibility of selected bidder to address such issues without involving the bank. The deputed persons have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised/disclosed/misused/ misappropriated then bank would take suitable action as deemed fit and selected vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. Bidder is expected to adhere to Bank's request for removal of any personnel, if bank notices any negligence/gross misconduct/violation of trade secret/disclosure of bank's data to third party and any decision of the bank in this regard would be final and binding upon the selected Bidder. Bidder should provide undertaking for Know Your Employee (KYE) as per Bank's prescribed format.

1.2 Functional and Technical Requirements of Sponsor Bank Hub Solution

Sl. No.	Requirement
	Integration Requirement
1	Integration with Bank's RTGS, NEFT & CTS as per respective systems specifications by IFTAS/RBI/NPCI. The hub solution shall be able to generate, read, process and route the messages among various participants, SFMS, banks systems in the original message & file format and guidelines as specified by NEFT, RTGS and CTS specifications. Integration with Indian Bank Systems shall be done through MQ for NEFT & RTGS message routing
2	Posting transactions/accounting online through Bank's API in Indian Bank CBS. The proposed application should have facility to Integrate (through API) with Sponsor Bank's CBS Application (M/s TCS) for posting transaction.
3	Application should have web-based interface for administration file upload for processing & report downloads with multi-factor authentication (Password, Digital Signature, OTP etc)
4	Integration with existing systems will be sole responsibility of the vendor. However, Bank shall provide required APIs for integration.

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.



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5	Integration with Enterprise Fraud Risk Management System (EFRM), Anti Money Laundering System (AML), Centralised Log Management System (CLMS), Security Information and Event Management (SIEM) and Database Activity Monitoring (DAM).
6	Integration with Co-Operative Banks shall be primarily through MQ for RTGS & NEFT. Additionally file based messages through SFTP for processing RTGS & NEFT transactions should also made available.
7	System shall also have capability to read / write messages through SFTP automated Transfer and through File Upload in a secured web portal. Encryption/ decryption should be implemented as per Bank's IS Security guidelines.
8	System shall be capable of updating latest IFSC codes in the system by reading proliferation messages from IFTAS.
9	For CTS, system shall be capable of processing files from sub member and share to Indian Bank DEM. Also download inward files from Indian Bank's DEM and push to sub members. System should be in compliant to proposed Continuous Clearing by RBI.
10	System should be integrated with Indian Bank APIs to post consolidated amount during Inward and Outward file process
11	SFTP shall be used to exchange CTS and reconciliation files between Sub Member Bank and Indian Bank
12	CTS System shall also have capability to process CTS data through File Upload in a secured web portal.
13	Hub Solution application should have provision to upload digital signatures by Bank team through front end screen and it should be not accessible by others including administrators and developers.
Application Requirement	
1	Application should handle at-least 500 TPS should be scalable as per Banks requirements.
2	Solution should integrate with Bank's AD, SMS & Email Gateways.
3	System should generate random password while creating user. This password should be sent to both the User's mobile phone and email address.
4	User password should travel in encrypted form while login and should be stored in encrypted form. The encryption should be one way (Salted hash with SHA2) and should be in compliance to time to time Regulatory/ Bank's IS Security guidelines.
5	System should provide facility to set password policy as per Bank Policy (password expiry period, password length and complexity, user lock/unlock period, forgot password management with cooling period etc.)
6	Session Management to handle such that no data is exchanged or mixed with other concurrent sessions.
7	Application should support all major browsers (EDGE / CHROME etc)
8	Solution shall be capable of operating with Zero Data Loss in case of any site failure / disaster recovery.
9	Solution should be built on modern languages/platforms that support proper exception handling, memory and process isolation.
10	Application should support three tier architecture: Web, Application and Database
General IT related Requirements	
1	Customizable dashboard as per bank/ Sub-member requirements and facility to export reports into different formats viz. Excel, PDF and CSV

RFP for Procurement, Implementation & Maintenance of HUB Interface (RTGS, NEFT & CTS) solution to On-board Co-operative Banks as a Sub-Member Under Indian Bank for the period of three years.




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2	Database structure and support should be provided to Bank's Data Warehousing & MIS project to enable them to generate the reports in Bank's formats without any additional cost.						
3	Software related Specifications <table border="1"> <tr> <td>OS</td><td>Oracle Linux 8 or 9 Windows 2019 Server or newer version</td></tr> <tr> <td>Database</td><td>Oracle 19c (Or newer version)</td></tr> <tr> <td>Webserver</td><td>IIS/WebLogic</td></tr> </table>	OS	Oracle Linux 8 or 9 Windows 2019 Server or newer version	Database	Oracle 19c (Or newer version)	Webserver	IIS/WebLogic
OS	Oracle Linux 8 or 9 Windows 2019 Server or newer version						
Database	Oracle 19c (Or newer version)						
Webserver	IIS/WebLogic						
Security / Audit Trail							
1	The system should enable profiling of users and definition of control levels and passwords.						
2	The supplied application software will be used over WAN and hence must be secured against cyber/virus attacks (TLS (1.2 & above)/HTTPS for all Web portals).						
3	All Error messages must be logged. It should be possible to look up on-line (by error message number or by alphabetical list) all error messages reported by the system, to determine their meaning and the appropriate corrective course of action.						
4	System should provide auditable management of User-ids, access rights and passwords, logins, activities etc.						
5	Audit trail of all the activities should be maintained. Maintenance of a secure, auditable log of access to the system, identifying user-id, date, time, functions accessed, operations performed. The raw logs have to be stored for at least 10 years.						
6	Proposed Application should be free from OWASP vulnerabilities						
Functional Specification							
1	<p>The proposed application must handle the following processing with respect to NEFT/RTGS Transactions.</p> <ol style="list-style-type: none"> Between Sub-member banks of Indian Bank Between Sub-member bank of Indian Bank and Other Banks Between Sub-member bank and RRBs of Indian Bank Between Sub-member bank and Indian Bank Between Sub-member bank and Indian Bank CMS Hub Between multiple sub-member bank systems within Indian Bank. 						
2	The proposed application should have User Management, Approval Matrix, Hierarchy, Limit Management, Project/Physical Activity management and Dashboard & Reports						
3	The proposed application should have facility to integrate with Member Bank's, NPCI & RBI through MQ, APIs & SFTP.						
4	The proposed system should have facility to update additional detail like limits, IFSC, MICR etc... of RTGS / NEFT & CTS transactions of Member banks						
5	The proposed application should have facility to report/display the status (successful and rejected/failed) messages received at bank/ sub-member bank end.						

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6	Transaction view facility to check the status of all inward and outward transaction and reason for decline if declined.
7	The proposed application should have facility to trigger E-Mail & SMS alert for limit exceeding, insufficient funds, transaction failures and incorrect IFSC / Account number
8	The proposed application should have Customizable dashboard as per bank requirements.

3. PENALTY

The Bank will impose liquidated damages of 0.5 % per week or part thereof of the total cost of the project payable to the bidder, for delay in not adhering to the time schedules for project implementation as per commitment in the Section V – Table B – Implementation Timelines. However, total charges payable will be limited to 10% of the total charges of the project.

Penalties/liquidated damages for Onsite resources: In case the resource goes on leave/absent, replacements, having equivalent or more experience and qualification has to be arranged by the selected bidder to ensure that regular functioning of the solution does not hamper. In case replacements are not arranged, Bank shall pay only the proportionate amount of resident resource charges during the particular quarter. The Bank shall also impose a penalty of 0.5% of the Resident resource charges payable to the selected bidder for that quarter for each week and part thereof of absence. However, total penalty under this clause will be limited to 10% of the total charges payable for Resident Resource charges for that quarter.

Bidder must guarantee minimum uptime of 99.98% (calculated monthly) and should be ready to execute service level agreement for the same as per below uptime.

Level of Uptime Quarterly	Penalty Charges
99.98% and above	No Penalty
99.00% and above but below 99.98%	1 % of total cost of Yearly pay-out
98% and above but below 99%	3 % of total cost of Yearly pay-out
97% and above but below 98%	5 % of total cost of Yearly pay-out
96% and above but below 97%	7 % of total cost of Yearly pay-out
95% and above but below 96%	9 % of total cost of Yearly pay-out
Below 95%	10% of total cost of Yearly pay-out

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- Response & resolution time is given below and escalation matrix and shall be finalized by the Vendor and Indian Bank

Support Category	Criteria	Maximum Response Time	Resolution
High	The system cannot be used for normal business activities.	2 hours	8 hours
Medium	There is a problem with part of the system, which impacts on Indian Bank's decision making. No viable workaround is available.	4 hours	12 hours
Low	A fault, which has no particular impact on processing of normal business activities.	12 hours	25 hours

- The selected bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- If any act or failure by the selected bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- If the selected bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.
- Any financial loss to the Bank on account of fraud taking place due to selected bidder, its employee or their services provider's negligence shall be recoverable from the selected bidder along with damages if any with regard to the Bank's reputation and goodwill.
- Bank may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the selected bidder.
- The liquidated damages shall be deducted / recovered by the Bank from any money due or becoming due to the bidder under this purchase contract or may be recovered by invoking of Bank Guarantees or otherwise from the selected bidder or from any other amount payable to the selected bidder in respect of other Purchase Orders issued under this contract, levying liquidated damages without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- All the above Liquidated Damages are independent of each other and are applicable separately and concurrently.
- Liquidated Damages will not be applicable for delay or defaults by selected bidder due to the reasons solely attributable to the Bank and/ or a Force Majeure event. However, it is the responsibility/onus of the selected bidder to prove that the delay is attributed to the Bank and/or a Force Majeure event. For such delays, the bidder shall submit the proof duly authenticated by the bidder and the bank official

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that the delay is solely attributed to the Bank and/or a Force Majeure event at the time of requesting payment.

Once the maximum penalty is reached under any parameter, Indian Bank may consider termination of contract pursuant to the conditions of the contract.

4 TERMINATION FOR DEFAULT

- The Bank, without prejudice to any other remedy for breach of contract, by 90 days' written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- If the successful bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;
- If the successful bidder fails to perform any other obligation(s) under the Contract.
- If the successful bidder, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- In case of successful 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 the Goods or Services similar to those undelivered, upon such terms and in such manner as it deems appropriate, and the Supplier shall be liable to the Bank for any excess costs paid/ to be paid by the Bank for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

5 FORCE MAJEURE

- The Successful bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond reasonable control of the Successful bidder and not involving the Successful bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Delay by sub suppliers of vendor to Vendor will not be considered as cause of force Majeure.
- If a Force Majeure situation arises, the Successful bidder shall promptly notify the Bank in writing of such condition and the cause thereof but in any case, not later than 10 (Ten) days from the moment of their beginning. Unless otherwise directed by the Bank in writing, the Successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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- 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

6 SETTLEMENT OF DISPUTES

- If any dispute or difference of any kind whatsoever shall arise between the Bank and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- If the parties fail to resolve their disputes or difference by such mutual consultation within a period of 30 days, then either the Bank or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract. Arbitration proceedings shall be conducted in accordance with the following rules of procedure.
- The dispute resolution mechanism to be applied shall be as follows:
- In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with the agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which shall be final and binding on parties.
- If one of the parties fails to appoint its arbitrator within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Banks' Association shall appoint the Arbitrator. A certified copy of the order of the Indian Banks' Association making such an appointment shall be furnished to each of the parties.
- 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.
- 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.

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

7 APPLICABLE LAW

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

8 JURISDICTION

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

9 STANDARD CONDITIONS

Wherever not specifically mentioned herein, this SLA is subject to Terms and Conditions of GeM Bid Ref No GEM/2024/B/5367259 dated 05/09/2024, Pre Bid Amendment and clarifications – and Bank's Purchase Order _____ dated _____.

10 EXIT REQUIREMENTS

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

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 M/s.)

In the presence of:.....

Date :

Place :

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