

MSC Bank
Information Technology Department,
Request for Proposal (Bid) Document

For
Implementation of Cheque Truncation System (CTS) DEM Solution for
The Maharashtra State Co-Op Bank Ltd on OPEX Model

Tender Reference no: ITD/CTS/97/2021-22

Dated 19-07-2021

Cost of the Tender Document:
Rs.2,000/- (Rupees Two Thousand Only) per copy.

The Maharashtra State Co-operative Bank Ltd (MSC Bank)
(Incorporating The Vidarbha Co-op Bank Ltd.)
Sir Vithaldas Thackersey Smruti Bhavan,
9, Maharashtra Chamber of Commerce Lane,
Fort Mumbai 400001.

The information provided by the bidders in response to this Request for Proposal (RFP) will become the property of MSCB and will not be returned. The Bank reserves the right to amend, cancel, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

This document is prepared by MSCB for its RFP for Implementation of Centralized Cheque Truncation System (CTS) Solution on DEM Server for MSC Bank on OPEX Model.

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of MSCB, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

INDEX

TABLE OF CONTENTS

INTRODUCTION & OBJECTIVE	8
CONTROL SHEET TABLE	9
PART - I	
1.1 GENERAL TERMS & CONDITIONS	10
1.2 SUBMISSION OF OFFER - TWO BID SYSTEM	12
1.3 COST OF TENDER DOCUMENTS	13
1.4 DUE DILIGENCE	13
1.5 EARNEST MONEY DEPOSIT	13
1.6 REJECTION OF THE BID.....	14
1.7 PRE BID MEETING	14
1.8 MODIFICATION AND WITHDRAWAL OF BIDS.....	15
1.9 INTRODUCTION AND DISCLAIMER.....	15
1.10 INFORMATION PROVIDED	15
1.11 FOR RESPONDENT ONLY	15
1.12 CONFIDENTIALITY	15
1.13 DISCLAIMER.....	16
1.14 COSTS BORNE BY RESPONDENTS.....	16
1.15 NO LEGAL RELATIONSHIP.....	16
1.16 ERRORS AND OMISSIONS.....	16
1.17 ACCEPTANCE OF TERMS.....	16
1.18 RFP RESPONSE.....	17
1.19 RFP RESPONSE VALIDITY PERIOD	17

1.20	NOTIFICATION	17
1.21	LANGUAGE OF BIDS.....	17
1.22	CANCELLATION OF TENDER PROCESS	17
1.23	AUTHORIZED SIGNATORY.....	17
1.24	COMPLIANCE TO LABOUR ACT	18
1.25	DOCUMENTS CONSTITUTING THE BID	18
	PART-II.....	19
2.0	ELIGIBILITY CRITERIA.....	19
	PART-III.....	23
3.0	EVALUATION CRITERIA.....	23
3.1	EVALUATION METHODOLOGY.....	23
3.1.1	TECHNO-FUNCTIONAL EVALUATION PROCESS	23
3.1.2	COMMERCIAL EVALUATION PROCESS	24
	PART – IV	25
4.1	SCOPE OF WORK.....	25
4.2	IMPLEMENTATIONS & CUSTOMISATIONS	27
4.3	TRAINING.....	28
	PART V.....	30
5.0	TECHNICAL & FUNCTIONAL REQUIREMENTS.....	30
5.1	TECHNO-FUNCTIONAL REQUIREMENTS.....	31
5.2	BIDDER PROFILE	45
5.3	TECHNOLOGICAL STANDARDS	46
5.4	NETWORKING	46
	<u>PART-VI</u>	<u>47</u>
6.0	ORDER DETAILS.....	47

6.1	PAYMENT TERMS	47
6.2	PAYING AUTHORITY	48
6.3	SERVICE LEVEL AGREEMENT (SLA)	48
6.4	FORCE MAJEURE	49
6.5	CONTRACT PERIOD:	49
6.6	COMPLETENESS OF THE PROJECT	49
6.7	INDEMNITY	50
6.8	PUBLICITY	50
6.9	PRIVACY & SECURITY SAFEGUARDS	50
6.10	TECHNOLOGICAL ADVANCEMENTS	50
6.11	GUARANTEES	51
6.12	RESOLUTION OF DISPUTES	52
6.13	EXIT OPTION AND CONTRACT RE-NEGOTIATION	52
6.14	CORRUPT AND FRAUDULENT PRACTICES	52
6.15	TERMINATION	53
6.16	EFFECT OF TERMINATION	54
6.17	APPLICABLE LAW & JURISDICTION OF COURT	54
6.18	LIMITATION OF LIABILITY	54
6.19	COMPLIANCE	54
6.20	NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS	54
6.21	BANKS RIGHT	54
6.22	NON-DISCLOSURE	55
6.23	ISSUE OF CORRIGENDUM	55
6.24	SOFTWARE REQUIREMENT SPECIFICATIONS	55
6.25	REMOTE ACCESS	55

ANNEXURES..

ANNEXURE - 1: Tender Offer Forwarding Letter	56
ANNEXURE - 2: General Detail of Bidder	58
ANNEXURE - 3: Declaration Cum Undertaking	59
ANNEXURE - 4: Eligibility Criteria Compliance Sheet	60
ANNEXURE - 5: Techno-Functional Compliance Sheet	63
ANNEXURE - 7: Format for Commercial Bid	64
ANNEXURE - 9: Performance Bank Guarantee	65
ANNEXURE -11: Undertaking by the Bidders (No-Deviation).....	67
ANNEXURE -11 A: Undertaking by the Bidders (For techno functionalities).....	68
ANNEXURE -13: Undertaking for Non-Blacklisting.....	69
ANNEXURE-14: Pre-Bid Confirmation	70
ANNEXURE-16: Undertaking by Bidder	71
ANNEXURE-17: Application Integrity Statement	72
ANNEXURE -18: Non-Disclosure Agreement.....	73
ANNEXURE-19: Deed of Indemnity.....	76
ANNEXURE-20: Undertaking Letter on the Successful Bidder's Letterhead for	79
Central Minimum Wages Act & Labour Law Act.	
<u>ANNEXURE-21: Escalation Matrix</u>	80

IMPORTANT CLARIFICATIONS/ABBREVIATIONS

The following terms are used in the document interchangeably to mean:

- ❖ The Bank / Purchaser/Buyer/Maharashtra State Co-op Bank Ltd means 'MSCB'
- ❖ RFP means the Request for Proposal document.
- ❖ CTS means Cheque Truncation System
- ❖ DC Data Center DR Disaster Recovery Center
- ❖ CCH means Centralised Clearing House
- ❖ DEM means Data Exchange Module
- ❖ NPCI means National Payment Corporation of India.
- ❖ EMD means Earnest Money Deposit
- ❖ MSE means Micro Small Enterprises
- ❖ NDA Non Disclosure Agreement
- ❖ ATS stands for Annual Technical Support.
- ❖ Bidder/Supplier – signifies those who purchase this tender document and submit response to it
- ❖ Successful Bidder –those who have participated in the Bidding Process and found Qualified in getting the Contract.
- ❖ OEM means Original Equipment Manufacturer.
- ❖ OSD means Original Solution Developer
- ❖ Solution provider and Bank shall be collectively referred to as 'Parties'.
- ❖ CBS means Core Banking Solution implemented in the Bank
- ❖ NS/NLS means Near Site
- ❖ TCO means Total Cost of Ownership
- ❖ LD means Liquidated Damages
- ❖ SI/Vendor means the Successful Service Provider of the Solution
- ❖ Problem/Issue/Defect means any flaw within the software system which does not allow the end user to perform its regular operations as per the specifications / operational guidelines /functionality requirements in a stipulated timeframe.
- ❖ IEM means Independent External Monitor.
- ❖ Supplier means successful bidder

INTRODUCTION & OBJECTIVE

MSCB, a State Co-operative Bank having its Head Office at Sir Vithaldas Thackersey Smurthi Bhavan, 9 Maharashtra Chamber of Commerce Lane, Fort Mumbai 400001 hereinafter called "the Bank", is one of the leading Bank in India having 56 branches spread all over Maharashtra.

Cheque Truncation System (CTS) has been implemented in our Bank. We have set up the CTS infrastructure on ASP in the year 2013 and live on DEM since 23-09-2020.

Bank is participating in Western Grid CTS with its Mumbai Centre acting as the HUB for the entire Grid.

Bank is looking for bidder to provide CTS solution to implement Centralised Cheque Truncation System (CTS) Solution on DEM SERVER for west Grid on outsourced basis. Bank have its DC at Mhape, Navi Mumbai and DR site at Bangalore.

Against the above backdrop, MSCB invites Request for Proposal (RFP) from the prospective bidders having proven past experience and competence in the field of Implementation of Centralised Cheque Truncation System (CTS) Solution for MSCB on outsourced basis.

The CTS application will have following features:

- a. Electronic Cheque Clearing
- b. Encrypted Web based CTS Solution and Infrastructure
- c. End to end routing of transaction submission of the same to respective DEM.
- d. Configurable & business rule based solution.

CONTROL SHEET TABLE

Tender Reference Number	
Cost of Tender documents (Non Refundable)	Rs.2000/-
Date of issue of RFP	19-07-2021 at 11am Monday
Last Date of requesting queries for pre-bid meeting	22-07-2021 at
Pre-Bid meeting (if required)	23-07-2021 at 11.30 am Friday
Last date of submission of RFP	30-07-2021 till 3.00 pm Friday
Date of Demo (presentation)	Will inform separately to eligible bidders.
Opening of RFP (Technical)	Date will inform separately
Earnest Money Deposit (EMD)	Rs 2,00,000/-
Mail Ids and last date of written request for queries/clarifications before the pre bid Meeting.	mscb.it@mscbank.com
Mode of Bid Submission	Physical
Address of Communication	Joint Manager Information Technology Department The Maharashtra State Co-op Bank Ltd. Sir Vithaldas Thackersey Smurthi Bhavan, 9, Maharashtra chamber of commerce lane, Fort, Mumbai 400001
Contact Telephone	022-22800527, 522

Note:

1. In case the specified date of physical submission & opening of Bids is declared a holiday in Maharashtra under the NI act, the bids will be received till the specified time on next working day and will be opened at 3.00 P.M.

PART – I**1.1 GENERAL TERMS & CONDITIONS**

MSCB invites sealed tenders comprising of Technical Bid and Commercial Bid from experienced prospective bidders having proven capabilities in the field of Implementation of Centralized Cheque Truncation System (CTS) Solution (on DEM) on OPEX Model. The prospective bidders are required to adhere to the terms of this RFP document and any deviations to same shall not to be acceptable to MSCB.

Bidder appointed under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the RFP.

Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the RFP document shall be the governing document for arrangement between Bank and prospective bidder in terms of this RFP document.

RFP document can be downloaded from our website www.msccb.com The bidders downloading the document from Bank's website www.msccb.com must pay the cost of the document (Tender Fee), through NEFT (account details given in RFP) prior to physical submission of the bids. Any bid received after prescribed last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The bidders should take care of submitting the bids properly filled so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny. Bidders are requested to participate in the tender process according to the time schedule mentioned above.

The eligibility bid will RFP be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this, will be shortlisted for technical and financial evaluation, the qualified bidders will be notified separately. The technical and financial evaluation of those bidders who are meeting all the eligibility criteria will be carried out including their capability for carrying out the implementation of the project and meeting the technical & functional specifications mentioned in the RFP Document.

The Bids should be addressed to:

*The Managing Director
Maharashtra State Co-op Bank Ltd
Sir Vithaldas Thakersey Smurti Bhavan,
9, Maharashtra Chamber of Commerce Lane
Fort, Mumbai 400001*

MSCB is not responsible for non-receipt of response to RFP within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in Maharashtra under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time (above it is mentioned as 3.00 pm) on that day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

1.2 SUBMISSION OF BID – TWO BID SYSTEM

1.2.1 Bid should comply with the RFP as specified hereinafter.

1.2.2 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.

1.2.3 The Technical bid should have compliance chart as per Annexure-5 and documentary proof in support of Eligibility Criteria as per Annexure-4.

1.2.4 The bidder should submit soft copy (excel format) of Eligibility criteria chart (Annexure 4) and Technical criteria chart (Annexure 5) through email to mscb.it@mscбанк.com after 30-07-2021.

1.2.5 Two envelop system :

The vendors, who are eligible as mentioned in the eligibility criteria are requested to submit proposal in two parts.

- 1) Technical
 - 2) Commercial
- In two separate sealed envelopes.

These 2 envelops should be clearly marked as :

- 1) Technical bid for CTS Solution on DEM for MSCB.
- 2) Commercial bid for CTS Solution on DEM for MSCB

1.2.6 The Commercial bid should have compliance chart as per Annexure-7.

1.2.7 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.

1.2.8 At any time, prior to deadline for submission of response to the RFP, MSCB may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, MSCB may extend the deadline for submission of response to this RFP in order

to provide a reasonable time to the prospective bidders.

- 1.2.9 Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder needs to submit the documentary evidence(s) as required by MSCB.
- 1.2.10 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, bidder may be debarred from participation in the future tendering processes of Bank.
- 1.2.11 Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.12 Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 1.2.13 Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.14 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.15 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.2.16 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 1.2.17 The bidder has to quote a rate exclusive GST on a per instrument basis and this should be valid for 5 years.
- 1.2.18 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 1.2.19 The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this RFP document.
- 1.2.20 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire RFP process without assigning any reasons whatsoever at any stage of the RFP process.
- 1.2.21 The Bank reserves the right to modify any terms, conditions and specifications of this request

for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.

- 1.2.22 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The version of software delivered should be the latest one available.
- 1.2.23 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.24 The bidder shall not quote for the products/solution, whose End of sale/ End of Support / End of Life has been declared by the OEM/OSD. Bidder must have backto back support relation with the OEM's/OSDs whose products/solution are offered by the bidder to the Bank.
- 1.2.25 The technical bid shall be submitted in conformity with the Scope of Work.
- 1.2.26 Bank reserve the right to negotiate with L2 vendor if L1 vendor fails to accept and complete the work order in the stipulated time.

1.3 COST OF TENDER DOCUMENTS

The bidders should pay the Cost of tender document Rs.2,000 (Rupees Two Thousand Only) through electronic mode (NEFT) to the below mentioned account. Proof of successful deposit of EMD has to be submitted along with tender document. The details of the account are as under:-

- Account Number- 0002116900000003
- Account Name- MAHARASHTRA STATE COOP BANK LTD
- Branch- FORT
- IFSC- MSC10082002

The Cost of tender document is non-refundable. The bidder downloading the tender document from Bank's website www.msccb.com must pay the cost of the tender document.

1.4 DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which MSCB shall not be held responsible.

1.5 EARNEST MONEY DEPOSIT

The Bidder must submit Earnest Money Deposit (EMD) **Rs.2,00,000/- (Rupees Two lakhs Only)**

through electronic mode (NEFT) to the below mentioned account. Proof of successful deposit of EMD has to be submitted along with tender document. The details of the account are as under:-

- Account Number- 0002116900000003
- Account Name- MAHARASHTRA STATE COOP BANK LTD
- Branch- FORT
- IFSC- MSC10082002

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned/discharged to them as promptly as possible but not later than 30 days after the expiration of the period of Tender validity prescribed by the purchaser. The EMD of successful bidder will be returned/discharged upon the Bidder signing the Contract and on submission of Performance Bank Guarantee as specified hereunder.

The EMD will not bear any interest and EMD made by the bidder will be forfeited if:

- 1.5.1 The bidder withdraws its bid during the period of bid validity (120 days from the date of opening of bid).
- 1.5.2 If the bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and /or misleading at any time prior to signing of contract and /or conceals or suppresses material information; and/or .
- 1.5.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.5.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.
- 1.5.5 In case the successful bidder fails in the following:
 - To sign the contract in the form and manner to the satisfaction of MSCB.
 - The EMD of the successful bidder shall remain with the bank till complete implementation of the project. Failure to perform after award of the contract will lead to forfeiture of EMD.

1.6 REJECTION OF THE BID

The Bid is liable to be rejected if:

- a. It is received after expiry of the due date and time stipulated for Bid submission.
- b. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- c. Bidder should comply with all the points mentioned in the Scope of work in **Part-IV**. Non-compliance of any point will lead to rejection of the bid.
- d. Any form of canvassing/lobbying/influence/query regarding short listing, status etc.will be a disqualification.

1.7 PRE BID MEETING

For the purpose of clarifications of doubts of the bidders on issues related to the RFP, Bank intends

to hold a pre bid meeting on the date & time as indicated in the RFP (Control Table). The queries for the Pre-bid meeting should be reached by email on or before the date mentioned above on e-mail: mscb.it@mscbank.com

Only those queries communicated by the vendor in writing (e-mail) at least two working days in advance, will be discussed and clarified. Pre-bid meeting will not held if no query received by e-mail.

It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. No individual correspondence will be accepted in this regard. Only authorized representatives (max 2 persons) of bidder (who have paid tender fees) will be allowed to attend the Pre-bid meeting. Any deficiencies should also be raised in the pre-bid queries.

1.8 MODIFICATION AND WITHDRAWAL OF BIDS

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

1.9 INTRODUCTION AND DISCLAIMER

This Request for Proposal ("RFP") document has been prepared solely to enable MSCB("Bank") in defining the requirements for "Implementation of Centralised Cheque Truncation System (CTS) Solution on DEM for MSCB on OPEX Model." The RFP document is not a recommendation, bidder invitation to enter into a contract, agreement or other arrangement in respect of the services.

1.10 INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

1.11 FOR RESPONDENT ONLY

The RFP document is intended solely for the information to the party to whom it is issued("the Recipient" or "the Respondent") and no other person or organization.

1.12 CONFIDENTIALITY

The RFP document is confidential and is not to be reproduced, transmitted or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the

RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent or other person associated or affiliated in any way with Bank or any of its customers, suppliers or agents without the prior written consent on Bank.

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

The Vendor is required to execute a Non-Disclosure Agreement and Deed of Indemnity with the bank (as per bank's format).

1.13 DISCLAIMER

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

1.14 COSTS TO BE BORNE BY RESPONDENTS

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

1.15 NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Recipients / Respondents and Bank until execution of a contractual agreement.

1.16 ERRORS AND OMISSIONS

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

1.17 ACCEPTANCE OF TERMS

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

1.18 RFP RESPONSE

If the response to this RFP does not include the information required or is incomplete or submission is through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

1.19 RFP RESPONSE VALIDITY PERIOD

Bids shall remain valid for 120 (One Hundred Twenty) days from the last date of bid submission prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the validity period.

1.20 NOTIFICATION

Bank will notify the Respondents in writing as soon as possible about the outcome of RFP evaluation process, including whether the Respondents' RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

1.21 LANGUAGE OF BIDS

The bid, correspondence and supporting documents should be submitted in English.

1.22 CANCELLATION OF TENDER PROCESS

MSCB reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof. Any decision of MSCB in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time during the tender process or prior to contract award, During the evaluation process at any stage if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be rejected summarily by The Bank.

1.23 AUTHORIZED SIGNATORY

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The

selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. ***The bidder shall furnish proof of signature identification for above purposes as required by the Bank.***

1.24 COMPLIANCE TO LABOUR ACT

As per Government (Central / State) Minimum Wages Act in force, it is imperative that all the employees engaged by the bidder are being paid wages / salaries as stipulated by government in the Act. Towards this, Successful Bidder shall submit a confirmation as per format provided in **Annexure-20** of the RFP. Successful Bidder shall be the principal employer of the technical resources, employees, agents, contractors, subcontractors etc. engaged by Successful Bidders and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or out.

1.25 DOCUMENTS CONSTITUTING THE BID

The Eligibility/Technical bid must be made in an organized and structured manner in the following form:

- Tender Offer Forwarding Letter (Annexure-1)
- General Details of the Bidder (Annexure-2)
- Declaration Cum Undertaking (Annexure-3)
- Eligibility Criteria Compliance Sheet (Annexure-4)
- Techno-Functional Compliance (Annexure-5)
- Format for Commercial Bid (Annexure-7)
- Undertaking by the Bidders (No-Deviation) (Annexure-11)
- Undertaking by the Bidders (For techno functionalities) (Annexure-11 A)
- Non-Blacklisting (Annexure-13)
- Pre-bid Query Format (Annexure-14)
- Undertaking by Bidders (Lowest Bid) (Annexure-16)
- Application Integrity Statement (Annexure-17)
- Escalation Matrix (Annexure-21)

PART-II**2 ELIGIBILITY CRITERIA**

Only those bidders, who fulfill the eligibility criteria as mentioned herein below, are eligible to respond to the RFP. Offers received from the bidders who do not fulfil all or any of the following eligibility criteria are liable to be rejected. Documents in support of all eligibility criteria are required to be submitted along with the Technical Bid.

Bank reserves the right to interpret the documents / proof of eligibility submitted by the bidders and may choose to accept / reject the proof of eligibility or may also call for further clarification with respect to any documents submitted by the bidder. The experience and expertise of the bidder, field record of satisfactory services, and Bidder's compliance with all these requirements must be substantiated with credible documentary proof such as customer Purchase Orders with dates and audited balance sheets.

Sl. No.	Eligibility Criteria	Document to be Submitted
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 10 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder should be submitted.
2	The Bidder submitting the offer should have a minimal annual business turnover of at least Rs. 25 Crores in each of the last three financial years as per the audited balance sheet available at the time of submission of tender (i.e. 2017-18, 2018-19 & 2019-20). This must be individual company turnover and not that of any group of companies.	Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 & 2019-20 are to be submitted.
3	The Bidder should be a profit making company and should have earned Net profit in at least 3 (three) financial years (i.e. 2017-18, 2018-19 & 2019-20).	Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 & 2019-20 are to be submitted.

Sl. No.	Eligibility Criteria	Document to be Submitted
4	The applicant bidder should have positive net worth in each of the last three financial years i.e. 2017-18, 2018-19 & 2019-20.	<p>Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 & 2019-20. are to be submitted.</p> <p>And</p> <p>Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/Loss for last 3 financial years, i.e., 2017-18, 2018-19 & 2019-20 are to be submitted.</p> <p>The CA Certificate should be in conformity with the Audited Balance Sheet submitted by the Bidder.</p>
5	The Bidder/OSD should have been in the business of providing services, development, implementation and maintenance of Cheque Truncation System (CTS) solution for at least 5 (Five) years as on the date of Submission of RFP.	Work Order/Purchase copies/ Certificate of Satisfactory performance of the respective Banks is to be submitted.
6	The bidder should be an Original Solution Developer (OSD)/ Original Equipment Manufacturer (OEM) of the proposed centralized CTS Solution in India.	A self-declaration in this regard is to be submitted by Original Solution Developer (OSD) on company letter head stating they are the OSD for the proposed CTS solution.
7.	The Bidder/OSD must have successfully implemented CTS application Software in Five (5) Banks and should be handling daily average volume of minimum 1lakh (inclusive all banks) Cheques transaction including both inward & outward instruments	<p>Certificate from Bank giving information regarding (i) Name of Banks, (ii) Per day processing volumes in each of the Banks, along with Purchase Order needs to be submitted.</p> <p>Following details of one of the customer should also be provided: Name of the organization, Location Name, phone number & e-mail ID of contact person of the organization.</p>

Sl. No.	Eligibility Criteria	Document to be Submitted
8	The Bidder/OSD should have experience in interfacing CTS solution with multiple Sub-Member Banks.	Self- Declaration giving name of Bank/s with which interface has been done and copy of Letter from relevant Sponsored Banks to be submitted.
9	The Bidder should submit a compliance certificate stating that their solution meets the functionalities / capabilities as stipulated by RBI/NPCI and Scope of Work mentioned in RFP Document.	A self-declaration to that effect to besubmitted by the bidder.
10	The Bidder shall be ISO 9001-2015, ISO27001-2013 and CMM Level 5 certified company.	Copy of Certificates to be submitted.
11.	Bidder should have CTS Solution infrastructure (including DEM Active-Active Mode) at its Data Centre and DR center located	Provide the proof having own or third party DC/DR, hosted DC/DR
12	The bidder should have support center to support day to day operations and the address and contact details should be mentioned in the bid document.	Submit the self-declaration on Company's letter head with address location and contact numbers.
13	Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business.	Copy of relevant Documents to besubmitted
14	The Bidder/OSD should not have beenblacklisted by IBA/RBI/ Government / Public Sector undertakings or any regulatory body during the last three years and the said disability should not be in force.	Self-declaration letter / Confirmation letter to this effect from theparticipating Bidder on their official letter head duly signed by the authorized signatory are to be submitted
15	Systems should conform to the requirements of the IT Act 2008 and the Negotiable Instruments (Amendments & Miscellaneous Provisions) Act 2002 and Payment & Settlement Act. 2007 and its subsequent amendments, for recognition of images as valid instruments for payment by the Drawee Banks and all other applicable guidelines issued by RBI from time to time.	Self-declaration letter / Confirmation letter to this effect from theparticipating Bidder on their official letter head duly signed by the authorized signatory are to be submitted
16	The Bidder should provide Centralised CTS Solution	Self-declaration letter / Confirmation letter to this effect from theparticipating Bidder on their official letter head duly signed by the authorized signatory are to be submitted
17	The proposed CTS Solution should have capability of handling Bank's as well as all types of Sub-member Banks CTS Requirements without any technical limitations or dependency from Primary Site & Secondary Site.	Self-declaration letter / Confirmation letter to this effect from theparticipating Bidder on their official letter head duly signed by the authorized signatory are to be Submitted

Note: All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria, failing which the Bids may be summarily rejected. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio. Any decision of MSCB in this regard shall be final, conclusive and binding upon the bidder.

PART-III

3.0 EVALUATION CRITERIA

There would be a two (2) stage evaluation process. The Stages are:

- a. Eligibility Evaluation
- b. Technical and Commercial Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. The bidders fulfilling eligibility criteria will be short listed for technical and commercial evaluation. Eligible bidders will be called for DEMO (presentation) before opening of the technical and commercial bid.

Technical and Commercial Bid of short-listed-bidders, will be opened by the Bank, the date of which will be notified separately.

Bidder shall submit the price breakup in the format of commercial bid. The Commercial Bid should contain price information only and to be submitted strictly as per the format provided in **Annexure – 7**.

3.1 EVALUATION METHODOLOGY

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over a **5-year contract period** that appropriately meets the requirements of the Bank identified in this RFP.

Bids will be evaluated on both technical and financial criteria. There will be 70% weightage to technical and 30% weightage for financial evaluation.

For financial evaluation per instrument cost will be considered for L1 criteria i.e. part 'A'. However, L1 have to match the lowest cost quoted by other bidders as per part 'B' of financial bid format.

Successful bidder:

The bidder who has acquired highest marks in technical and commercial evaluation.

3.1.1 TECHNICAL EVALUATION PROCESS

The Bids submitted by the Bidders will be scrutinized to determine the fulfillment of Eligibility Criteria as stipulated in the RFP Document. The bidders fulfilling eligibility criteria will be short listed for technical evaluation.

The technical evaluation will be carried out to check whether the bidders are meeting the techno-functional specification as defined in the RFP document and Scope of Work or not. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within time frame indicated in the letter/e-mail seeking explanation.

3.1.2 COMMERCIAL EVALUATION PROCESS

The bidders fulfilling eligibility criteria will be short listed for commercial evaluation.

- 3.1.2.1 In case there is a variation between numbers and words; the value mentioned in words would be considered.
- 3.1.2.2 In the event vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TCO. For the purposes of payment and finalization of contract, the value of the lowest bid would be used.
- 3.1.2.3 There will not be any reverse Auction. Therefore the Vendors should give their bestoffers.
- 3.1.2.4 Prices Quoted by the Vendor will be compared with the prices quoted by participating vendors for such projects to other SCBs/Banks.
- 3.1.2.5 Bank will carry out a negotiation with only L1 Vendor.

PART – IV

4.1 SCOPE OF WORK

The successful bidder will be responsible for the end to end Implementation of Centralized Cheque Truncation System (CTS) Solution on DEM for Bank on OPEX basis under Captive Model for a period of 5 years. The Solution shall be comprising of Web based CTS Application

CTS set-up of the Bank:

- Bank has Centralized cheque scanning at Head Office where cheques of Head office & Mumbai region branches (27) were scanned and processed by vendor's resources.
- Total hardware including Scanners, Desk Top, DEM server, HSM etc. are provided and maintained by existing vendor at our Head Office location.
- Scanners at rest of Mumbai locations (i.e. 19 locations) were provided by bank itself. Bank have its own scanners and resources for these locations.
- 19 Locations outside Mumbai scan their cheques (by Bank's resources) and send their ready file to Head Office. At Nagpur we have centralized cheque scanning system for Nagpur region branches (11 branches). Cheques scanned by bank's resources and send ready files to Head Office.
- Existing work flow of CTS is as below...
 - 1) Users of Mumbai region 27 branches makes data entry of cheques in CBS and send cheques physically to Head Office for scanning and further process.
 - 2) Users of 18 locations outside Mumbai first makes data entry of cheques in CBS, scan their cheques (by Bank's resources) and send their ready file to Head Office for further process.
 - 3) Users of Nagpur region 11 branches makes data entry of cheques in CBS and send cheques physically to Regional office Nagpur for scanning. Afterwards Regional office Nagpur scan these cheques (by Bank's resources) and send their ready file to Head Office for further process.
 - 4) Resources of existing vendor upload xml and images files of outward clearing all location to DEM server.

4.1.1 The bidder has to provide an end to end Solution including DEM as per NPCI specifications for CTS Services. Secondary Site should support primary site in case of disaster. The bidder has to share the Architectural Diagram of the proposed solution to the Bank.

4.1.2 It would be responsibility of successful vendor to establish Primary & Secondary Connectivity from bank's DC & DR to vendor's DC & DR and with NPCI.

4.1.3 The CTS Application software should have ability to handle sudden hike in cheque volume.

4.1.4 The CTS Solution will be accessed and operated from Bank's offices /CTS Centers / Branches / Off-site Locations. There should be stringent adherence to authenticate the source of inputs. Necessary security level policies are to be implemented at firewall level.

- 4.1.5 The bidder has to ensure that all Operating system, Database and network related patches, updates having applied on the CTS Infrastructure during the contract period. In addition to this the bidder has to ensure necessary updates in the systems as instructed by regulatory authority.
- 4.1.6 As on date there are 56 branches of Bank scattered in Maharashtra and it may increase in future. CTS Clearing has been implemented at its Head Office approx. with all its branches participating in CTS Clearing. Approximate no. of concurrent employees/users accessing the CTS system on an average concurrent users will be about 200 users. The Concurrency of users for the solution offered shall be expandable and Bidder has to do the Hardware Sizing accordingly. Presently, Bank is handling approximately 15000 to 20000 Inward and outward instruments volume per day comprising of all the branches & sub-members together.
- 4.1.7 The proposed CTS Solution (Central site, Middle ware, DEM / Future Clearing House Interface, Centralized Clearing House (CCH), DEM (Data Exchange Module) should meet all the existing and future time to time guidelines / specifications of RBI / NPCI/ other Regulatory authorities with no extra cost to the Bank during the contract period.
- 4.1.8 Bidder should integrate the CTS application with DEM / New Clearing House Interfaces (if any, in future), CBS application, SDR (Single Data Repository) external applications interfaces and also carry out time to time modifications for implementing Government/Regulatory/RBI/NPCI Guidelines, at no additional cost to the Bank during the contract period.
- 4.1.9 All customization in the proposed CTS solution should be done to meet the techno- functional requirements mentioned in Annexure 5 including interfacing to Banks Software & Network without incurring any additional cost to the Bank during the contract period.
- 4.1.10 The bidder should provide Integration of proposed CTS application with Bank's Core Banking solution, RBI / NPCI 's DEM/CHI system, CTS scanners, CTS- PPS (Positive Pay System (erstwhile Centralised Positive Pay System) of NPCI), NPCI DEM Module, Electronic Cheque Clearing Interface/Application. Automated Cheque returns processing and Archival System, Images and transaction data Storage and Retrieval solution, Integration with CBS for Clearing Files and Account Master retrieval (Payee name) from CBS and various CTS enabled Cheque Scanners available within the Bank or procured during entire period of the contract. Bidder should also extend necessary compatibility support in the CTS solution for any version up gradation of the above entities without any additional cost to bank.
- 4.1.11 The scope of the Services is to be provided for a period of five years from the date of acceptance (last grid migrated) by the bank. The project can be extended further on mutual agreement. In case of extension of the project after the expiry of the contract period, the prices for the same would be finalized through mutually agreed prices between Bank and vendor.
- 4.1.12 The bidder has to make sure that the proposed CTS application is compatible with all latest available cheque scanning devices including hand held devices (Mobile/Tablet etc.).

- 4.1.13 The vendor should provide all the hardware (including scanner, Desk Tops and other accessories) required for providing the system at Bank's Head Office,
- 4.1.14 Vendor is responsible for compliance of System Audit / VAPT observations if any.
- 4.1.15 Vendor is responsible for sponsor Mandate scanning as per NPCI format.
- 4.1.16 Vendor is responsible for providing required number of technical resources and manpower to carry out entire processes / activities relating to CTS viz. Scanning, Data entry, Generation of CHI/DEM, validation & transmission of Data to Clearing House for both inward & outward file.
- 4.1.17 Vendor will provide an appropriate arrangement to have necessary DR site and shall maintain synchronized copy of data / backups on regular intervals as a part of the proposed solution. MSCB do not expect any kind of failure in operations of CTS on account of DC / production site down, connectivity/ hardware failure, system crash etc. The proposed solution in technical offer of vendor shall provide details of all such necessary arrangement of DR site / back up procedure set-up at the vendor's site.
- 4.1.18 Considering current scenario of CTS 4 resources to be scheduled in two shifts should be adequate at our Head office location for scanning and end to end processes of CTS.
- 4.1.19 Vendor will responsible for daily back up of cheques image data back-up to bank's DC.

4.2 IMPLEMENTATIONS & CUSTOMISATIONS

- 4.2.1 Installation & configuration of various components and functionalities of CTS.
- 4.2.2 Pre-deployment study and gap analysis.
- 4.2.2 Customization in CTS as per the required functionality mentioned in RFP, Any changes required or suggested by Regulator/ NABARD/ RBI/ NPCI , Bank's Internal /External Audit and compliance with Bank's policies.
- 4.2.3 Integration with all models of CTS Cheque Scanners available within the Bank.
- 4.2.4 Integration with Internal and External Systems.
- 4.2.5 Support for UAT.
- 4.2.6 Provide support for Go Live.
- 4.2.7 Perform Stress/Load Testing and Performance Tuning on CTS application and database.

4.2.8 Phase-1: User Acceptance Testing

- Selected Bidder in consultation with Bank's team should demonstrate the CTS application and assess the customization requirement from the bank within Seven (7) days from the date of the Acceptance of Purchase Order at their own cost
- The UAT should start immediately after the demonstration of the software. Entire UAT should be completed within 15 days from the date of start of UAT.
- Where warranted, Bank reserves its right to extend or shorten the period of UAT.
- On successful completion of UAT phase bank shall issue a sign-off report indicating its readiness for going for Go-Live of the CTS Grids. UAT need to be completed within 4 weeks which is inclusive of the 2 weeks' time for UAT Setup. End user training need to be completed within these 2 weeks.

4.2.9 Phase-2

Based on the successful UAT, selected Bidder is required to rollout the CTS solution across the Grid within 15 days from the date of successful completion of UAT. All branches need to be migrated in a single day without any Business and Data Loss. Branch level configuration setup for each branch need to be completed within **15 days prior to Go-Live**

4.3 TRAINING

4.3.1 Functional Training:

- a) Setup of the Software
- b) Parameterization
- c) All functionalities & features
- d) Cheque's Scanning and Data-entry Processes.
- e) Image / Data Review / Authorization
- f) Report generation
- g) Uploads
- h) Begin of Day / End of Day process, if required
- i) User Management and Auditing Techniques
- j) All other aspects required for smooth Operation and maintenance of CTS software
- l) Refresher's training – Once in a year or as & when system is upgraded.

4.3.2 Technical Training:

- Installation and configurations of CTS (including all functionalities and requirements) along with all third party software
- Management and Administration of CTS Solution.
- Report writing/designing
- Troubleshooting
- Data Dictionaries
- All other aspects required for smooth implementation and maintenance of CTS software.

The Vendor/Bidder shall provide user training to optimal number of personnel identified by Bank on functional & operational aspects of the entire CTS operations.

Training deliverables shall be:

- User Training Plan
- Training Material in English

PART V

5.0 TECHNICAL & FUNCTIONAL REQUIREMENTS:

The Bank proposes to have web-based CTS Solution on ASP, which will handle CTS clearing load of all the branches. The application will be implemented in web mode with role-based access to users located at various Branches.

The CTS is expected to support a broad range of clearing products taking into account Banks requirements. The objective is to identify and finalize the functional requirements for CTS by the Bank. Bidders are required to submit their compliance against each functionality in the column "Bidder Compliance" as indicated below:

All the requirements are listed under Techno-Functional Requirements. Requirements listed in the following sections are not exhaustive and complete in all respects and may undergo change during preparation of "System Requirement Document". Certain requirements may be implicitly available in the product sought and hence might have been excluded from the Requirement List. Successful Bidder is required to offer the latest version of the product available and make necessary customizations as may be required after preparation of Requirement Document.

The functional/technical capabilities are evaluated as per the readiness (Type of response /Scale) towards the expected functionalities for creating the CTS solution. All the functional and technical requirements for achieving regulatory compliance are mandatory.

Bidder should indicate against each requirement which is Mandatory as per the following table from Annexure.

Bidders Compliance	Description
A	Already available FULLY in the product.
B	Not available but can be provided. Should be included in the version of the product being supplied before implementation without any additional Charge.
C	Cannot be provided

- i) Each Mandatory item is assigned total of 3 marks. While scoring, the scales namely A, B, C as above shall be assigned 3 marks 1 marks and 0 marks respectively.

5.1 TECHNO-FUNCTIONAL REQUIREMENTS

Sr. No.	Functionality	Mandatory/ Optional	Bidders Compliance (A/B/C)	Marks	Remarks
1	Provision for Online & Offline Solution for Sub-Member Banks to handle their clearing independently at their Offices/Locations. Secured channel for System Access and transferring files will be provided by the Bank/Sub-member Banks. System should have capability to handle Segregation and also to provide proper authentication mechanism so that Direct or In-direct Sub-Member Banks can process all types of clearing (Outward, Inward, Extension and both types of Returns Clearing) at their end by using the CTS Solution either in Online or Off-line mode.	Mandatory			
2	System should have capability for proper segregation of the Bank's/ Sub Member Banks (All types) instruments.	Mandatory			
3	The point of Physical Instrument truncation could be either at the Branch / Regional Offices / Sub-Member Banks and their Branches. The solution needs to be flexible enough to handle the same.	Mandatory			
4	System should be capable of creating multiple clearing types to suit Bank's / Sub-Member Banks (All types) clearing requirements to route the instrument and transaction type level and maintain separate settlement Ledgers and general ledger interface at various clearing types.	Mandatory			
5	The system proposed shall support multiple sessions for the four legs of clearing process - inward clearing, inward return, outward clearing and outward return along with extension as well as Blockage handling. Must be compatible with the RBI / NPCI Centralized Clearing House (CCH), Data Exchange Model (DEM) system and the core banking software of Bank as well as its Sub-Member Banks.	Mandatory			
6	System should be compatible to handle all Cheque Scanning devices with the major manufacturer, at present and capable to integrate with all types of Operating Systems. In case, Bank intends to purchase new Cheque Scanners then, Bidder has to do the integration with no additional cost, if any, during the contract period. Bank will ensure to provide proper technical clarifications / APIs to the Bidder for integration.	Mandatory			
7	System should have the capability of capturing/ processing images of the instruments along with	Mandatory			

	deposit Slips and should be able to capture multiple branch details at Bank's Branches/ CCUs / Sub-Member Banks/Branches.				
8	Provision for capturing batch wise/ type wise clearing (CTS / Non-CTS / Special Clearing) for the following cases: <ul style="list-style-type: none"> • Cheques Only. • Cheques with Slip (Product Wise). • Marking Paper to Follow (P2F) batches at time of scanning itself. 	Mandatory			
9	The Reject repair, Balancing and Validation work shall be distributed and shall not be restricted to a single work station.	Mandatory			
10	CTS Solution Shall automatically do load balancing by allocating jobs to various workstations keeping a tab on volumes processed during the day.	Mandatory			
11	CTS Solution shall have the seamless integration to the core banking system in all the legs of clearing.	Mandatory			
12	Should have provision to generate posting files for all types of clearing as per multiple requirements of Bank and Sub-Member Banks. Provision to create multiple posting files templates and to tag Sub-Member Banks through menu driven process.	Mandatory			
13	Should provide provision for outward posting files in different levels and segregation should happen at point of capture itself, depending on Bank's / Sub-Member Bank's requirement: <ul style="list-style-type: none"> • Cheque Wise • Deposit Slip wise Account Wise etc. 	Mandatory			
14	The CTS Solution should have facility to generate various clearing reports, exception reports, audit trail reports, detailed/summary reports, batch reports for image/instrument, various reconciliation reports to tally with NPCI/CBS <u>details for presentation and return clearing process.</u>	Mandatory			
15	Capable of routing specific instruments like Dividend warrants (DW), Demand Draft (DD) /Pay Order (PO), Quick Cheques (QC), Paper to Follow (P2F) etc., to specific Clearing House System and separate queues in system to be provided as per Bank's requirement.	Mandatory			
16	Should have a settlement module for inter-bank, intra bank and intercity clearing with capabilities for consolidating the day's inward and outward presentations and returns for raising a single debit or credit on the participating branches and re- conciliation reports should match <u>with CHI/DEM Settlement Reports</u> generated for each Presentment and Return session for all Clearing types.	Mandatory			

17	Archival system to store data, images and logs of the each and every transaction for a minimum period of 10 years and / or any other such period as may be required under the law or decided by Bank. Data Integrity, ImageQuality and Security should be ensured with proper archival and retrieval mechanism.	Mandatory			
18	For <u>Inward Clearing</u> , the software should download the data/images and prepare upload file to core Banking system for reserving the amounts for clearing debits later. Posting file formats will be provided by the Bank and requirement for generation of multiple formats of posting files for Sub- Member Banks as per their Core Banking System requirement.	Mandatory			
19	System should have proper mechanism for extraction and auto transmission of inward clearing for the respective Sub- member Banks (all types). Sub-Member Banks will be accessing the system and process their inward clearing and mark returns as per their requirements.	Mandatory			
20	All Clearing reports, Return memo, posting files for Sub-Member Banks is to be generated from the system along with manual generation feature and facility for automatically transmission through Secured channel.	Mandatory			
21	Transactions pertaining to the Bank and Sub-Member Banks should be recorded properly with complete Audit trail in the Centralized CTS Solution and there should be easy retrieval for the history information through front end enquiry screens for all types of Clearing cycles.	Mandatory			
22	Transaction number should be generated automatically in the system without any manual intervention for the Bank's and Sub-Member Banks. Every transaction number should be unique for each instrument.	Mandatory			
23	Should conform to all the statutory regulatory norms as per RBI/ NPCI or Govt. and any further directions received from time to time, should be provided without any additional cost to the Bank.	Mandatory			
24	The user interface for branch operations/ Service Branch Operations/ Sub-Member Banks should be browser based only.	Mandatory			
25	The workflow should re-direct all entered batches / <u>instruments</u> to supervisors for verification of the data entry.	Mandatory			
26	Already processed batch file or instruments should not be available for Processing on the same day again.	Mandatory			
27	Should be able to process Instrument(s) of different size and colors.	Mandatory			

28	Should be possible to process high value instruments separately for scrutiny for both OW and IW Clearing instruments. The cut off amount for High value should be user definable and Controllable.	Mandatory			
29	Various types of segregation and view/ report on business rules should be possible in all clearing modules. Segregation can be based on: <ul style="list-style-type: none"> • Session wise • Instrument Number • Amount • Account type • Transaction code • Return Rejection codes Presenting bank / Drawee Bank etc.	Mandatory			
30	System should have configurable day/time limits for the cut off time, which could be different for different clearing cycles. (Special Clearing, etc.)	Mandatory			
31	Should be possible to copy the data on CD/Tape/SFTP/emails or any storage Media.	Mandatory			
32	System should provide a Document Management facility to store the Instrument(s) with unique reference numbers for easy retrieval at later stages.	Mandatory			
33	System must have a Login and password for each user and various user levels (enterer, verifier, exception approver, administrator, Grid Location etc.) for logging into the system	Mandatory			
34	Compulsory periodic changing of passwords for all the users at a parameterized period should be available and solution should prompt users to change password prior to the Expiry date.	Mandatory			
35	System should be configurable to handle the password policy followed by the Bank.	Mandatory			
36	The checkers or authorizers of the transaction should not be same as the maker of the transaction and prompt message should be displayed to the verifier(s)/ user(s).	Mandatory			
37	For anywhere branch banking functionality, the access to other branches data should be based on parameters such as viewing, modifying, authority level to access, etc. and should be linked to user access rights.	Mandatory			
38	Defining of exceptions in the system should be parameterized and configurable	Mandatory			
39	System should have a special interface for auditors and IT users where access to all data would be allowed without any modification or change permission.	Mandatory			
40	System should have in-built capability, features & interface for handling Business Continuity	Mandatory			

	Plan and capable to setup the solution at Disaster Recovery Sites (Primary Site & Secondary Site).				
41	System should provide automated interfaces for signature extraction and migration from core system to CTS system.	Mandatory			
42	All the query modules should have capabilities to export data or email them in standard format supplied by the Bank.	Mandatory			
43	The general options (ex. Batch selection, color schemes etc.) should be common and consistent for all the Data Entry and processing modules across the solution.	Mandatory			
44	System should be scalable to handle on an average 15,000 transactions per day	Mandatory			
45	The system should have all the features required for interfacing with DEM systems (Primary and DRs) for all three existing Grid's as per existing scenario of Grid Clearing.	Mandatory			
46	The system should support centralized and decentralized processing without any geographical restrictions.	Mandatory			
47	The solution can be used off site and on site for Bank Branches and its Sub- member Bank's locations.	Mandatory			
48	There should not be any kind of performance downgrade / issue related to increase in concurrent users.	Mandatory			
49	Performance of hardware / software solution proposed should be optimum with proper performance benchmarks.	Mandatory			
50	The proposed solution should have dual authentication mechanism at all levels, at admin level also.	Mandatory			
51	The solution should not be system (Node/ workstation / PC) specific as if client system is down then processing should not be affected	Mandatory			
52	The system should support flow of data both ways i.e. from hub/central location to branch and vice-versa. The system should also prompt dataCollection / sending at central/ sending location.	Mandatory			
53	The system should have provision for mass printing of images on basis of any selection criteria. This mass exercise should also be resource efficient and customizable.	Mandatory			
54	System should allow administrators to manage users, groups, roles and other document management operations.	Mandatory			
55	The CTS architecture must be scalable and shall support increasing number of users and concurrent users (Minimum 200).	Mandatory			
56	The system must support 24-hours x 7 days x 365 days non-stop continuous processing.	Mandatory			
57	The proposed CTS Solution should provide interface with other software as required by the Bank.	Mandatory			

58	Customer Data security should be in-built in the system.	Mandatory			
59	System should be capable to handle Splitting/ segregation for proper distribution of work load.	Mandatory			
60	Detailed status summary of processing of cheques (stages) to be made available by the system for monitoring purpose.	Mandatory			
61	System should be able to generate reports from archived data as well as in the production environment	Mandatory			
62	System should be able to capture / input Drawer's details along with Outward presentation as per latest circular received from RBI / NPCI.	Mandatory			
63	Should be able to generate cheque return memo along with image of the instrument in the report format branch- wise and individual instrument-wise as well.	Mandatory			
64	Maker/ checker functionality for defining parameters in the masters, user creation/ modification, Setup, other functionalities if any, to be available as specified by the Bank.	Mandatory			
65	Facility to auto-lock/Screen timed out should be available with configurable feature.	Mandatory			
66	Provision for generation of all Clearing wise reports and the extracted images for inward clearing should be generated for all types of Sub-member banks, auto uploading to the SecureSystem and accessible to them for further processing and return presentation	Mandatory			
67	Sub-Member Banks should be capable to generate Outward Clearing and Inward Return files for the presentation along with auto transmission to Bank's Active/respective Grid's DEM System.	Mandatory			
68	Menu driven provision for addition of Sub-Member Bank under respective grid location along with their Branches/Location's MICR details, posting file formats, standard clearing reports, Return Memos and tagging for the automatic data transmission format	Mandatory			
69	Provision for easy communication between Bank and Sub-Member Banks in Online Processing system so that timely alerts can be published to them related to Cut-off timings, changes in process etc.	Mandatory			
70	Provision for Fee based transactions reporting for the Bank's Clients (All types of Sub-Member Banks) as well.	Mandatory			
71	The solution should have web-based feature to intimate branches live status of processing / rejects etc.	Mandatory			
72	System should have capability of segregating return items from Outward Batches with Cheques sorting feature at Cheque Scanning level.	Mandatory			

73	System should have ICR/OCR capabilities to capture any given field present on the instrument. The fields can be handwritten or printed and could be present on the instrument: <ul style="list-style-type: none"> • Amount • Instrument date • Payee name • Account Number • Amount in words • SAN 	Mandatory			
74	There should also be provision in system for a common interface between any scanned image and data to be integrated in the system through common released file formats.	Mandatory			
75	There should be provision in system to interface captured data through 3rd party interface or client program to be integrated in the system, with provision in system to encrypt the data obtained through these sources.	Mandatory			
76	System should have capability for images snipping so that Data entry operators can see only the relevant portion of the cheque image instead of displaying whole image, which will minimize the traffic on network and enhance the performance of the solution. However, provision to display full image of instrument is also to be available, which will be called on demand basis.	Mandatory			
77	System should be able to interface and be compatible with bank's existing Archive system.	Mandatory			
78	System should have feature to use Positive Pay System (PPS).	Mandatory			
79	In case of any changes in the existing Grid Architecture prescribed by RBI i.e. Addition of new Grids or scanning center, Deletion of existing Grids or scanning center etc. the selected bidder has to ensure to abide by the same and make necessary changes i.e. Software/Architecture Level if required without incurring any additional cost to Bank.	Mandatory			
80	The software should have facility for Outward Clearing Bulk file uploading and Processing of Input Files in .XLS, .txt and .CSV formats or in any other format required by the Bank.	Mandatory			
81	The System should have web-based scanning module for Bank's Branches/ Regional Offices / Sub- Member Banks with proper authentication mechanism through intranet and segregation of Clearing Types (CTS / Non-CTS / Special Clearing etc.). Apart from CTS Scanner's driver installation, there should not be any additional client-based setup required to activate the scanners.	Mandatory			
82	The Cheques scanning is to be done in one	Mandatory			

	single capture with endorsement, MICR line reading alongwith UV image scanning.				
83	Provide provision for detection of IQA success/failure during Cheques scanning itself and provision for re- scanning of the IQA failure instruments as well. The scanning of outward clearing instruments will be carried out by Bank's Officials. Rejects due to IQA failure should be made available for rescanning. P2F on account of IQA failures should be kept to bare minimum (near zero).	Mandatory			
84	The proposed CTS solution should be able to store the IQA failure reasons for IQA failed instruments. The bidder is required to submit the IQA failure data with reasons (like partial image, Excessive Image Skew, Piggy Back, Streaks and/or Bands, Bent Corner, Below Minimum Image Size, Exceeds Maximum Image Size, Too Light/Dark, Image Length Mismatch, Image Height Mismatch, Below Min Image Length, Exceeds Max Image Length, Below Min Image Height, Exceeds Max Image Height, Torn corner etc.) for each Grid separately as per NPCI specified format.	Mandatory			
85	The Solution to have MICR reading capability with validation of MICR city- Bank-Branch data.	Mandatory			
86	Provides for endorsement, unique item sequence number to be printed on the reverse side of the instruments and multiline endorsement for re- presentment cases. There should not be any overlapping, in case a new endorsement is required for re- presented Instrument(s) in outward clearing	Mandatory			
87	Provision to handle DEM Rejected instruments either Outward or Inward Returns by viewing Cheque image and capable for re-presentment by correcting MICR records, updating Ignore IQA flag or choosing proper action by selecting from the drop downlist etc.	Mandatory			
88	Automatic transmission of images and MICR data to Servicebranch/ Centralized CTS Location. The transmission can be one Instrument at a time or in a batch mode or both. Post successful transmission, scanned data and images required to be deleted immediately from the respective desktop capture machine. It should also have provision for the capturing branches/ locations to verify the actual status of their scanned batches along with batch summary report. Solution should also have the provision to identify the source.	Mandatory			
89	Data and image transmission from capture locations to centralized CTSSystem should carry through secured and encryption mechanism.	Mandatory			
90	The Image quality of the gray scale images shall be 8 bits/pixel (256 levels). The data formats	Mandatory			

	and field definitions for storing, archiving, retrieving, processing, quality of images and MICR data at the Clearing House, Clearing House Interfaces as well as exchanging between institutions shall meet at the minimum the ANSI X9.90 and ANSI DSTU X9.90 Specifications for an Image Replacement Document (IRD), ANSI X9.37 and ANSI DSTU X9.37 Specifications for Electronic Exchange of Instrument and Image Data as well as the ANSI X9.81 Specifications for Bulk Image and Data Exchange. Further, the CTS offered shall adopt the above standards for the Indian environment.				
91	Security features to be built in conformity with PKI standards, encryption techniques and digital signatures. It shall have options to implement encryptions & digital signatures at Central level, file level and instrument level. Present requirement of RBI / NPCI states digital signatures on each and every Instrument.	Mandatory			
92	The system shall additionally conform to the Public Key Infrastructure (PKI) Requirements as prescribed by Institute of Development and Research in Banking Technology (IDRBT) and the latest version of the Certification Practice Statement (CPS). The bidder has to implement any other security standards adopted by RBI/NPCI/IDRBT in future without any additional cost to Bank	Mandatory			
93	The CTS/ system shall provide for encryption both for data transfer and provide options for encryption-based data storage (or any other manner to ensure that data stored cannot be subject to alteration at a later point of time and legally recognized as per the laws of the country).	Mandatory			
94	Shall have PKI based security at domain level and user level to ensure the integrity of the data and image.	Mandatory			
95	Should be capable of segregating and applying multiple digital signatures at CTS Level for presenting the captured files to the Clearing House Interface (CHI) /Data Exchange Model (DEM) for final presentation to RBI / NPCI for different clearing types.	Mandatory			
96	Provision to digitally sign the presentation files from the Sub- Member Banks end and system should have proper mechanism to validate the digital signature before uploading the files into CTS Solution.	Mandatory			
97	Support inter-operable open image standards and be capable of being viewed by any standard browser.	Mandatory			
98	All archived images should be compressed and properly viewable for history information	Mandatory			

	retrieval (Single / Bulk entries both). Archival system will also be linked to internet for secure way of Archival access given to The sub member banks as well				
99	The entire Process workflow including backup, archival, restoration, old data query etc. must be possible through the menus of the application with flexibility in defining the new roles and user roles and access privileges to various modules (Grid wise).	Mandatory			
100	Should allow deletions of images and data from batches through proper work class authority.	Mandatory			
101	Image should be easily retrievable by using the unique sequence no., Instrument no. with date, instrument amount, physical storage location no, respective grid region etc. (search based on various criteria).	Mandatory			
102	Should link the MICR data in the files created to the corresponding image.	Mandatory			
103	Images and data to meet the IQA/IQU and security specifications from RBI/NPCI with proper image quality and in compression mode.	Mandatory			
104	Ensure that the image and the data record are synchronized in a way to prevent mismatch between Data record and image record.	Mandatory			
105	Image quality has to meet the standards at every stage that is in transmission, storage and retrieval from archives in toto.	Mandatory			
106	System should be able to capture both front and back images of individual instruments as under: <ul style="list-style-type: none"> • Front Gray scale- 100 DPI- JPEG format with JPEG compression. • Front black and white- 200 DPI TIFF Format with CCITT G4 compression. • Reverse Black and white 200 DPI TIFF Format with CCITT G4 compression. • Ultra Violet (UV) 100 DPI- JPEG format with JPEG compression 	Mandatory			
107	Should allow changes in MICR data by all work-class and properly record and generate the MICR REPAIR FLAG as per latest Clearing House requirements.	Mandatory			
108	Track and monitor the sending and receiving items from the various points of truncation. Single window Dash boards for all clearing cycles should be available to track the transactions either processing at Bank level or Sub- Member Banks level.	Mandatory			
109	System should have web-based scanning application, which will be accessed from multiple terminals so that the application is not hardware dependent in times of hardware pc crash.	Mandatory			
110	The system should show as part of Inward Clearing front, back and data image on one half of the screen and the signatures retrieved from	Mandatory			

	core banking, either as part of online interface or batch mode stored on this software, on the second half of the screen. Apart from signatures all other details viz. Mandate/mode, other master details to be provided.				
111	It should be possible to zoom a particular portion of the Screen (Cheque Image, Signature Image etc.).	Mandatory			
112	Proposed Solution should be compatible with all kinds of E tokens available in the market for Digital Signing the CTS instruments as per NPCI standards.	Mandatory			
113	It should be possible to upload signatures to the signature system from CBS and the software should fetch the signatures based on account number and rules set by the Bank.	Mandatory			
114	Provision to set the default image in all queues depending upon Bank's requirement varies from time to time. There should not be limitation on changing default image view in all queues.	Mandatory			
115	It should have proper segregation of CTS & Special Clearing instruments with priority set for Special clearing instruments for early presentation depending on the clearing session time. Provision to convert the batches from CTS to Special Clearing and Vice-versa should also be available through front end menu options.	Mandatory			
116	System should have facility to allocate limits to the users for each type of transaction and overriding of the limit with higher authority user.	Mandatory			
117	System should provide option to disable/enable maker-checker facility with one or two checkers for validation of each transaction. (at Admin level)	Mandatory			
118	Dynamic parameter-based screen inquiry to allow the user to input specific parameter and get the results they need	Mandatory			
119	The system should have provision for exception handling like Hold Back before dispatching the image to RBI / NPCI. Before day end, it should raise exceptions of such instruments present for the days clearing.	Mandatory			
120	Should be able to generate reports on frequent cheque returns for an account.	Mandatory			
121	It should be able to generate Cheque return memo as per Bank's format with optional feature to include image of the instrument, if desired. Provision to generate Return memo for Sub-Member Banks in specific format should also be available.	Mandatory			
122	Dashboard/graphical representation facility to supervisor to note the volumes and distribute the workload accordingly between users for both entry and verification.	Mandatory			
123	The proposed solution should be single integrated solution for Inward Clearing/ Signature Verification / Outward Clearing /	Mandatory			

	Reject processing system for all the modules instead of multiple systems. The proposed solution for Sub- Member Banks can be the centralized solution (Online) and/or Off-line model depending on Bank's requirements.				
124	System should provide separate Admin Modules for System and UserAdmin functionalities.	Mandatory			
125	The software should be accessible from Client PCs with Win7 and above.	Mandatory			
126	Segregation of government cheques at the time of scanning.	Mandatory			
127	Configurable limit for user's password attempts and beyond limit, only Admin or IT Users should be able to reset the user's id password as per authorization rights provided to them	Mandatory			
128	Provision to release queues, locked sessions and to monitor the all running jobs at system as well as user's level.	Mandatory			
129	All data / Log (raw or normalized) data must remain within the Bank's premises. Under no circumstances these data travel outside Bank's premises without Bank's consent.	Mandatory			
130	System should handle future date processing so that processing and presentment can be conducted on specific presentment date.	Mandatory			
131	System should have capability to read Entire / complete MICR Band values available on Cheque and use the MICR results for further processing and presentment.	Mandatory			
132	Provision for revert reject of the Instruments as per user's requirement.	Mandatory			
133	Provision for Automatic reports generation, storing at specified location and transmission as per active rules. Provision for Automatic reports generation, storing at specified location and transmission as per active rules.	Mandatory			
134	Based on this unique sequence number system should throw up exceptions for any instruments presented more than once / on any previous date, for approval and processing further, on the current processing date.	Mandatory			
135	The CTS Software Inward Module should contain all the technical & functional validation checks needed by Bank's workflow/ processes aided by ICR/ OCR technologies. Eg. <ul style="list-style-type: none"> • Account Capture & validation • Instrument Date Capture & Validation • Amount in words & figures Capture & Validation • Signature Validation Etc. 	Mandatory			
136	System should have proper validation during SOD and EOD Activities for the open files / logged in Session and menu driven provision to kill the running session without affecting Application.	Mandatory			
137	Integration with various models/ makes of	Mandatory			

	Cheque Scanners to show the cartridge utilization of Cheque Scanners as prompt alert for refilling or replacement of Ink cartridge.				
138	Provision to integrate all available CTS Cheque Scanners within the Bank by listing in single dashboard and displaying their Active/Offline status.	Mandatory			
139	It may be noted that Images and / or MICR data is required to be stored online on CTS System. The scanned/captured Images and / or MICR data are required to be deleted immediately after successful transmission to the CTS System. In case of failure/error during images/ data transmission during online transmission, retransmitting provision should be available in CTS System.	Mandatory			
140	CTS System will be connected to centralized storage and all images after capturing at the Branches / Service Branches / CCUs / RPU's / Client Locations should be stored and also should have capability to extract these from a central storage point	Mandatory			
141	The CTS software shall have the facilities to view the front and reverse of images of individual instruments for passing of Instrument along with the MICR information using any standard browser interface. Various features for manipulation of images like reverse video, zoom, black and white views etc. shall be provided in the CTS.	Mandatory			
142	The DEM/CCH system shall integrate the return processing process with the browser application at the user terminal and the return process shall be automated after the user has taken the decision not to honor the Instrument.	Mandatory			
143	The CTS shall provide for ensuring that the images are of the quality that facilitates payment processing at the drawee bank / branch. The facilities to identify any image which may not have been fully captured or fully transmitted or having any potential weak spots shall be an integral part of CTS/ the system.	Mandatory			
144	The CTS shall provide and support for extracting various parts of the image like CAR, LAR, Date, Payee Name, bank Name, Signature to facilitate Application Programming Interface to third party Software to do ICR, OCR and signature verification.	Mandatory			
145	The Signature Verification application shall provide facilities to authorized user/authorizer to visually verify the signatures from the images of the Instrument to the signature database stored in the data server. It shall also provide facilities for other authentication steps to be performed along with signature rule matrix,	Mandatory			

	Legal amount and courtesy amount matches, post-dated Instrument before the item is accepted for payment or returned.				
146	Each image and the corresponding MICR Line data shall be digitally signed using a digital signature (with instrument and file level options for encryptions and digital signature) which is valid under the Information Technology Act, 2000 and which conforms to the requirements of the respective Certification Authority (CA). Currently, the Institute for Development and Research in Banking Technology (IDRBT), Hyderabad performs the CA functions for the banking and financial sector.	Mandatory			
147	The proposed CTS Solution should have industry level application security standards based on OWASP Framework.	Mandatory			
148	The information transmission would be in a secure manner between the Clearing House and service branches of banks via the Intranet or any other communication set-up as provided by Bank.	Mandatory			
149	Systems should conform to the requirements of the IT Act 2008 and the Negotiable Instruments (Amendments & Miscellaneous Provisions) Act 2002 and Payment & Settlement Act. 2007 and its subsequent amendments, for recognition of images as valid instruments for payment by the Drawee Banks and all other applicable guidelines issued by RBI from time to time.	Mandatory			
150	The Bidder should provide Centralised CTS Solution	Mandatory			

5.2 Vendor's profile:

The marks for vendor's profile will be as follows.

Sr. No	Evaluation criteria	Max Marks	Marks to be awarded	Remark
A	DC/ DR	10		
i	Vendor's own DC/DR set up		10	
ii	Hosted DC/DR set up		5	
B	Presentation	10		
i	Excellent		10	
ii	Good		5	
iii	Average		2	
C	Total Turnover	10		
i	Above 50 Crore		10	
ii	30-49.99 Crore		5	
iii	Below 30 Core		3	
D	No. of successful CTS implementations	10		
	15 and above		10	
	6-14		5	
	1-5		2	
E	Information System Audit & VAPT	10		
i	IS Audit done			
	90% Compliance done		10	
	Less than 89%		5	
	Not done		0	

Beginning of Day / End of Day (BOD/EOD) activity

The requirement should be defined clearly with the timing taken for each activity with flow chart of type of activity performed at each stage.

5.3 Technological Standards

Volume Handling

The solution should provide the scalability to absorb future expansion of processing capabilities, at least to the extent of double the projected volume. The processing may vary across the center's depending upon transaction loads and spread of bank/branch. However, the present average projected volume of number of instruments per day (both Inward and Outward) for the bank as a whole is as under:

Grid	Average Inward & Outward Volume
Western	15000-20000 per day

Imaging

The images captured by CTS/the system should be clear and free of any distortions. The images & data captured by CTS/ system should be available on line for a period decided by Bank. Thereafter there should be provision to transfer the same to a backup media (DAT, CD-ROM etc.). OR at storage system available with bank's DC on daily basis. The software/hardware should have the capability to locate and make available any images with associated data in print/display form either from the online data or from backup media by specifying any one or more combination of input parameters. It should have the usual features of Zoom; reverse video, rotation etc. during reject repair as well in the Archival. Following images should be captured at the time of prime pass / scan.

Image Type	Minimum DPI	Format / Standard	Compression
Afront Gray scale	100 DPI	JPEG	JPEG
Front Black & White	200 DPI	TIFF 6.0	CCITT G4
Reverse Black & White	200 DPI	TIFF 6.0	CCITT G4
Ultra Violet (UV)	100 DPI	JPEG	JPEG

5.4 NETWORKING

5.4.1 Network establishment will be responsibility of vendor. All equipment, cost related to connectivity will be borne by vendor. Vendor will provide all networking devices like switch, router, firewall, bandwidth from Bank to Vendor.

PART-VI

6.0 ORDER DETAILS

The purchase order will be placed by Information Technology depart of the Bank in the name of selected bidder(s) as per requirement. Acceptance of the Purchase Order should be conveyed within 4 days of issuance of PO. The Purchase Order would be deemed to have been accepted if the PO acceptance is not received within 4 days from the date of PO.

6.1 PAYMENT TERMS

- There will not be any advance payment.
- The bills / invoices shall provide detailed breakup of branch wise total number of transactions i.e. inward images processed and total number of instruments scanned (outward clearing instruments) successfully, duly countersigned by the MSCB officials of the service branch, by the bidder with regard to data capture.
- MSCB will not consider any increase on account of inflation.
- Charges for a particular month will be paid in the succeeding month. Amount will be released after deducting penalty, if any. In case of any dispute the downtime, the payment will be released within the stipulated period and the penalty for the disputed downtime deducted from the next bill.
- Expenses : It may noted that bank will not pay any out of pocket expenses towards printing and stationary, consumable, storage media, travelling/ conveyance, phone/ fax/email etc.
- If the successful bidder receives any over payment by mistake, or if any amounts are due to MSCB due to any other reason, then MSCB reserves the right to deduct the same from any payment due to the successful bidder or from Bank Guarantee given by the bidder to MSCB.
- If the successful bidder does not at any time fulfill his obligation in rectifying or re-implementing the bugs or errors or corrective actions in the implemented solution promptly to the satisfaction of MSCB, then the invoices/bills shall be deemed to have not been submitted till the date of rectification of such bugs or errors or appropriate corrective action.
- The Successful Bidder shall be solely liable for the payment of all the past, present and future taxes i.e. GST (CGST/SGST/IGST).
- Bidder need to submit the invoices for entire grid on monthly basis at Service branches handling the grid. Bidder need to submit details of instruments processed branch wise.
- Under no circumstances Bank shall be liable to the Successful Bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
- Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions or other proceedings against the Successful Bidder or any other person engaged by the Successful Bidder in the course of performance of the Service.

- Bank reserves the rights to dispute/deduct payment/withhold payments/further payment due to the Successful Bidder under the Contract, if the Successful Bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the MSCB at its sole discretion adjudge.
- Successful Bidder shall permit Bank to hold or deduct the amount from invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
- Payment for the Services will be made on Monthly basis in arrears after receipt of the bill from the selected bidder subject to the verification of the service level reports with all necessary documents except for those portions of any invoice that the Bank disputes in good faith and in writing. No penalty /Interest will be paid for the delayed payment.
- Along with the monthly report, the bidder has to submit a confirmation letter from each grid on the number of instruments handled.
- The invoice should be generated and raised by vendor on monthly basis on 1st day of month
 - **Note:** Bank will pay only per instrument service usage charge as specified above.

The bidder shall not claim as a right for requiring Bank to do the aforesaid.

6.2 PAYING AUTHORITY

The payment will be made by Head office of the Bank. Payment will be released on Monthly Basis.

6.3 SERVICE LEVEL AGREEMENT (SLA)

Within Twenty One (21) days of Acceptance of the Letter of Intent (LOI), the Selected Bidder shall sign and date the SLA designed by the Bank and return it to the Bank. The Performance Bank Guarantee needs also to be submitted on or before the execution of the SLA. The SLA will include the terms / conditions as in RFP. It is reiterated that the SLA to be entered into by the Selected Bidder shall be as approved by the Bank only.

- The bidder shall perform its obligations under the service level agreement entered into with the Bank.
- If any act or failure by the 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 bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the Bank reserves its right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty for non-performance.
- The Bank may without prejudice to its right to effect recovery by any other method, deduct the

amount of penalty from any money belonging to the bidder in its hands (which includes the Bank's right to claim such amount against bidder's Bank Guarantee) or which may become due to the Bidder. Any such recovery of penalty shall not in any way relieve the Bidder from any of its obligations to complete the works/services or from any other obligations and liabilities under the Contract.

6.4 FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above. The decision regarding whether a particular event as informed by the vendor being a force majeure event, should be regarded as a force majeure event, shall be solely the decision of the bank.

6.5 CONTRACT PERIOD:

The tenure of the Contract will be for a **period of 5 (Five) years** effective from the date of execution of the Service Level Agreement (SLA) unless terminated earlier by the Bank by serving **90 days** prior notice in writing to the selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor. However, after the completion of **initial period of 5 (Five) years**, the contract may be extended/renewed for further period on such terms and conditions as would be decided by the Bank.

The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor. Any offer falling short of the contract validity period is liable for rejection.

The selected bidder is required to enter into a Service Level Agreement (SLA), the format whereof is to be supplied by the Bank.

6.6 COMPLETENESS OF THE PROJECT

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

6.7 INDEMNITY

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The selected Bidder agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any breach of the terms and conditions contained in this RFP or Service Level Agreement to be executed.

The selected Bidder agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the selected bidder or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Service Level Agreement and the Vendor shall continue to be liable under the indemnities.

6.8 PUBLICITY

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

6.9 PRIVACY & SECURITY SAFEGUARDS

The selected bidder 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 selected bidder under this contract or existing at any Bank location. The Selected 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 Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the selected bidder under this contract or existing at any Bank location.

6.10 TECHNOLOGICAL ADVANCEMENTS

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

6.11 GUARANTEES

Selected bidder should guarantee that all the materials are deemed suitable for the delivery and management of Implementation of Centralised "Cheque Truncation System (CTS) Solution on DEM for MSCB on OPEX Model .

6.12 RESOLUTION OF DISPUTES

- 6.12.1 The Bank and the Competent Authority of selected Vendor shall make every effort to resolve amicably, by direct informal negotiation between Authorized Personnel from the Bank and Competent Authority of selected Vendor, any disagreement or dispute arising between them under or in connection with the contract.
- 6.12.2 If Authorized Personnel from the Bank and Competent Authority of Selected Vendor are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by Vendor and Bank respectively.
- 6.12.3 If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by selected Vendor and Bank, the Bank and Selected Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.
- 6.12.4 All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings. The award of the Arbitrator, shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Mumbai and Mumbai shall have exclusive Jurisdiction to entertain it. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.
- 6.12.5 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 first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service or by email registered with both parties, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.
- 6.12.6 This Scope of Work shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.
- 6.12.7 Each Party shall bear the cost of preparing and presenting its case. However, the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides

6.13 EXIT OPTION AND CONTRACT RE-NEGOTIATION

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 21 days of acceptance of purchase contract;
- Delay in offering;
- Delay in commissioning project beyond the specified period;
- Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in project noticed during the testing;
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

6.14 CORRUPT AND FRAUDULENT PRACTICES

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an 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 contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

6.15 TERMINATION

MSCB reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- a) The selected bidder commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the selected Bidder.
- b) The selected bidder goes into liquidation, voluntarily or otherwise.
- c) The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- e) The selected bidder fails to complete the assignment as per the time lines prescribed in the Work Order/SLA and the extension, if any allowed.
- f) Deductions on account of liquidated damages exceed more than 10% of the total work order.
- g) In case the selected bidder fails to deliver the resources as stipulated in the delivery schedule, MSCB reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- h) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, MSCB reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MSCB may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- i) MSCB reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract. The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.
- j) The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving 90 days' notice without assigning any reasons and without any cost or compensation therefor.

6.16 EFFECT OF TERMINATION

In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], MSCB shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor has to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract and the Contract is not further extended by MSCB, the Vendor herein has to provide all such assistance to the next successor Bidder or any other person as may be required and as MSCB may specify including training, where the successor(s) is a representative/personnel of MSCB to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to

be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

6.17 APPLICABLE LAW & JURISDICTION OF COURT

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Mumbai (with the exclusion of all other Courts).

6.18 LIMITATION OF LIABILITY

a. Bidder's aggregate liability under the contract shall be limited to a maximum of 15% of the contract value. For the purpose of this section, contract value at any given point of time, means the aggregate value of the (average of total anticipated instruments to be processed during next one year or average of total instruments actually processed during the preceding year which ever is higher) purchase orders placed by Bank on the Bidder, under this RFP.

This limit shall not apply to third party claims for

- b. IP Infringement indemnity.
- c. Bodily injury (including Death) and damage to real property and tangible property caused by negligence, fraud or misrepresentation by Bidder/s or any of his/its employees/representatives.
- d. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

6.19 COMPLIANCE

The products & services offered to the Bank must be in compliance with all laws, regulations & Govt. guidelines of India. It also not violate any of the provisions of IT act in anyway or any other legal provisions relating to such products or services in India.

6.20 NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS

In case the Successful Bidder has any other business relationship with MSCB, no right of set-off, counter-claim and cross-claim and/ or otherwise will be available to the Successful Bidder. However, MSCB shall have such rights against the Successful bidder.

6.21 BANKS RIGHT

Bank reserves the sole right to itself for including any addendum to this entire bid process. The bidder shall not claim as a right for requiring Bank to do the aforesaid.

6.22 NON-DISCLOSURE

By virtue of RFP process and subsequent Contract, as and when it is entered into between the Bank and the bidder, and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers. The bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any

third party. The successful bidder will also agree that its employees, agents, sub- contractors shall maintain confidentiality of the confidential information.

- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relief against any such person.
- c. That if the bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the bidder will strictly maintain the secrecy of Bank's data.
- e. Bidder has to submit Non-disclosure Agreement format given as Annexure-21.

6.23 ISSUE OF CORRIGENDUM

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum through Banks website.

Any such corrigendum shall be deemed to be incorporated into this RFP. Corrigendum shall be deemed to have been notified to all the bidders, not aware of such corrigendum shall not be entertained.

6.24 SOFTWARE REQUIREMENT SPECIFICATIONS (SRS)

Successful bidder will have to carry out a Software Requirement Specifications (SRS) gathering soon after award and contract signing. The SRS document, to be mutually agreed and signed off, will cover the scope of work to be delivered (for the applications offered) for go-live. The bidder's offer should include the cost for this one time customization in their offer. All other requirements not covered in the SRS document shall be treated as additional customization and chargeable extra. However, all regulatory changes requested by RBI and Ministry of Finance, shall be carried out at no extra cost. For all customization, bidder must clearly specify man-day charges, warranty offered for these, applicable AMC charges and the payment terms. .

If any requirement will be given additional time line on mutually agreed term.

6.25 Remote Access:

Any type of remote access will be allowed outside Banks Network with proper care.

ANNEXURE – 1(Tender offer forwarding letter)

Tender Reference No.:

Date: / /2021

To,

Dear Sir,

Sub: **RFP for Implementation of Centralised “Cheque Truncation System (CTS) Solution for MSCB on OPEX Model vide RFP Ref No.: Dated .../.../2021.**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for **the Implementation of Centralised “Cheque Truncation System (CTS) DEM Solution for MSCB on OPEX Model** and will be Providing Services mentioned in the RFP document forming Technical as well as Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Technical as well as Commercial Bids by The Bank we undertake to commence the project for **the Implementation of Centralised “Cheque Truncation System (CTS) DEM Solution for MSCB on OPEX Model)** and Provide Services as per your purchase orders.

In the event of our selection by the Bank for undertaking the project for **Implementation of Centralised “Cheque Truncation System (CTS) DEM Solution for MSCB on OPEX Model:**

We agree to abide by the terms and conditions of this tender and our offer shall remain valid for 365 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by The Bank any time before expiry of 365 days.

Until a formal contract is executed, this tender offer, together with the Bank’s written acceptance thereof and Bank’s notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI during the last three years and also at the time of bid submission.

We enclose the following Demand Drafts/ NEFT Receipt/Bank Guarantees:

1. DD No./ NEFT Receipt _____ dated _____ for Rs. (Rupees
... .. Only) as Cost of RFP Document &
2. BG No. _____ dated _____ for Rs. (Rupees
... .. only) as EMD.

Dated this day of _____ 2021.

Signature: _____

(In the Capacity of) _____

Duly authorized to sign the tender offer for and on behalf of

General Details of the Bidder

A. Profile of Bidder

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years
6. Names of Banker /s

B. Financial Position of Bidder for the last three financial years

	2017-18	2018-19	2019-20
Net Worth			
Turnover			
Profit after Tax			

N.B. Enclose copies of Audited Balance Sheets along with enclosures

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to Large Co-op Banks, Pvt Bank and PSU Banks organization / BFSI in India specifying the number of Banks and branches

Details of Experience in Implementation of Centralised ""Cheque Truncation System(CTS) Solution for MSCB on OPEX Model:

Name of Organization	Period	
	From	To

N.B. Enclose copies of Purchase Orders as references

Signature of Bidder: _____

Place:

Name: _____

Date:

Business Address: _____

DECLARATION-CUM-UNDERTAKING

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)

To

.....

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of MSCB, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at Maharashtra, India. (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

Dated this _____ day of _____, 2021

Place:

For M/s.

.....

[Seal and Signature(s) of the Authorised Signatory (s)]

Eligibility Criteria Compliance

Sr. No.	Eligibility Criteria	Document to be Submitted
1	Bidder should be a Registered company under Indian Companies Act. 1956/2013 or LLP/Partnership firm and should have been in existence for a minimum period of 10 years in India, as on date. Bidder should be registered under G.S.T and/or tax registration in state where bidder has a registered office	Copy of the Certificate of Incorporation issued by Registrar of Companies for companies and copy of registration certificate in case of LLP/Partnership Firm and full address of the registered office of the bidder should be submitted.
2	The Bidder submitting the offer should have a minimal annual business turnover of at least Rs. 50 Crores in each of the last three financial years as per the audited balance sheet available at the time of submission of tender (i.e. 2017-18, 2018-19 & 2019- 20). This must be individual company turnover and not that of any group of companies.	Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 & 2019- 20 are to be submitted.
3	The Bidder should be a profit making company and should have earned Net profit in at least 3 (three) financial years (i.e. 2017-18, 2018-19 & 2019-20).	Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017- 18, 2018-19 & 2019- 20 are to be submitted.
4	The applicant bidder should have positive net worth in each of the last three financial years i.e. 2017-18, 2018-19 & 2019-20.	<p>Certified copies of Audited Balance Sheets (and Annual Reports, if applicable) for last 3 years, i.e., 2017-18, 2018-19 & 2019-20. are to be submitted.</p> <p style="text-align: center;">And</p> <p>Certificate from Chartered Accountant stating Net Worth, Turnover and Profit/ Loss for last 3 financial years,i.e., 2017-18, 2018-19 & 2019-20 are to be submitted.</p> <p>The CA Certificate should be in conformity with the Audited Balance Sheet submitted by the Bidder.</p>
5	The Bidder/OSD should have been in the business of providing services, development, implementation and	Work Order/Purchase copies/ Certificate of Satisfactory performance of the respective Banks is to be

	maintenance of Cheque Truncation System (CTS) solution for at least 5 (Five) years as on the date of Submission of RFP.	submitted.
6	The bidder should be an Original Solution Developer (OSD)/ Original Equipment Manufacturer (OEM) of the proposed centralized CTS Solution in India.	A self-declaration in this regard is to be submitted by Original Solution Developer (OSD) on company letter head stating they are the OSD for the proposed CTS solution.
7	The Bidder/OSD must have successfully implemented CTS application Software in Five (5) Banks and should be handling daily average volume of minimum 1lakh (inclusive all banks) Cheques transaction including both inward & outward instruments	Certificate from Bank giving information regarding (i) Name of Banks, (ii) Per day processing volumes in each of the Banks, along with Purchase Order needs to be submitted. Following details of one of the customer should also be provided: Name of the organization, Location Name, phone number & e-mail ID of contact person of the organization.
8	The Bidder/OSD should have experience in interfacing CTS solution with multiple Sub-Member Banks.	Self- Declaration giving name of Bank/s with which interface has been done and copy of Letter from relevant Sponsored Banks to be submitted.
9	The Bidder should submit a compliance certificate stating that their solution meets the functionalities / capabilities as stipulated by RBI/NPCI and Scope of Work mentioned in RFP Document.	A self-declaration to that effect to be submitted by the bidder.
10	The Bidder shall be ISO 9001-2015, ISO 27001-2013 and CMM level 5 certified company.	Copy of Certificates to be submitted.
11	Bidder should have CTS Solution infrastructure (including DEM Active-Active Mode) at its Data Centre and DR center located	Provide the proof having own or third party DC/DR, hosted DC/DR
12	The bidder should have support center to support day to day operations and the address and contact details should be mentioned in the bid document..	Submit the self-declaration on Company's letter head with address location and contact numbers.
13	Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business.	Copy of relevant Documents to be submitted
14	The Bidder/OSD should not have been blacklisted by IBA/RBI/ Government / Public Sector undertakings or any regulatory body during the last three	Self-declaration letter / Confirmation letter to this effect from the participating Bidder on their official letter head duly signed by the authorized signatory are to

	years and the said disability should not be in force.	be. submitted
15	Systems should conform to the requirements of the IT Act 2008 and the Negotiable Instruments (Amendments & Miscellaneous Provisions) Act 2002 and Payment & Settlement Act. 2007 and its subsequent amendments, for recognition of images as valid instruments for payment by the Drawee Banks and all other applicable guidelines issued by RBI from time to time.	Self-declaration letter / Confirmation letter to this effect from the participating Bidder on their official letter head duly signed by the authorized signatory are to be submitted
16	The Bidder should provide Centralised CTS Solution	Self-declaration letter / Confirmation letter to this effect from the participating Bidder on their official letter head duly signed by the authorized signatory are to be submitted
17	The proposed CTS Solution should have capability of handling Bank's as well as all types of Sub-member Banks CTS Requirements without any technical limitations or dependency from Primary Site & Secondary Site.	Self-declaration letter / Confirmation letter to this effect from the participating Bidder on their official letter head duly signed by the authorized signatory are to be Submitted

Note: All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria, failing which the Bids may be summarily rejected. Non-compliance of any of the criteria will entail rejection of the offer summarily. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the offer ab-initio. Any decision of MSCB in this regard shall be final, conclusive and binding upon the bidder.

Techno-Functional Requirements

ANNEXURE – 5

As per 5.1, 5.2 and 5.3 in RFP

ANNEXURE - 7COMMERCIAL BID FORMAT

Part "A"

Description	Cost		
Per instrument Cost of processing Outward & Inward clearing cheques including returns (including manpower cost)			
Per instrument Cost of processing Outward & Inward clearing cheques including returns (ready files) (including manpower cost)			

Part "B"

Description	Cost		
Network Charges per year (Primary/Secondary from Bank DC/DR To vendor's DC/DR)			
DEM Charges per year			

Inclusive of all Taxes except GST, which will be paid on actual basis.

Note:

- The above volumes of five years are indicative only to arrive at the TCO. Payment will be based on actual instruments processed on monthly basis.
- The unit rates are frozen for a period of 5 years.
- The bidder has to quote the above prices in Indian rupees only, excluding taxes. Applicable taxes are payable extra at actuals.
- The prices should be inclusive of all taxes and Excluding GST (CGST/SGST/IGST). GST will be payable by bank at actuals applicable at the time of invoicing.
- Payment will be made based on the instruments processed successfully to NPCI on monthly basis.
- The quantity mentioned in the RFP is indicative and the Bank reserves the right to vary the quantity as per requirement.

Place

Authorised Signatory

Date

Name
Designation

ANNEXURE – 9PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with the stamp act)

1. In consideration of MSCB, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its Head office at Mumbai (hereinafter called "Purchaser") having agreed to exempt M/s (**Name of the Selected bidder Company**) a Company incorporated under the Companies Act, 1956 having its registered office at (**Address of the Selected bidder company**) (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no.dated issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. -----as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, on production of a Bank Guarantee for Rs....(Rupees.... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "Bank") at the request of [VENDOR] do hereby undertake to pay to Purchaser an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by Purchaser by reason of any breach by the said VENDOR of any of the terms or conditions contained in the said Agreement.
2. We[indicate the name of the bank ISSUING THE BANK GUARANTEE]do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR shall have no claim against us for making such payment.
4. We ... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said have been fully paid and its claims satisfied or discharged or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(**Expiry of claim period**), we shall be discharged from all liabilities under this guarantee thereafter.

- 5.** We [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by MSCB against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of MSCB or any indulgence by MSCB to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
- 6.** This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
- 7.** We, [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchaser in writing. Notwithstanding anything contained herein:
- i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees.....) only.
 - ii) This Bank Guarantee shall be valid uptoand
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before (date of one year after the expiry of B.G).
- 8.** Dated the day of for [Indicate the name of Bank]

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Undertaking Letter to the Bank on the vendor’s letterhead

To

MSCB

Sir,

Sub: RFP for the Implementation of Centralized ""Cheque Truncation System (CTS)
Solution for MSCB on OPEX Model vide RFP Ref No.:.....

Dated

Further to our proposal dated, in response to the Request for Proposal (Bank’s tender No. hereinafter referred to as “**RFP**”) issued by Bank, we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank’s decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder’s corporate name: Place:

Date:

Undertaking Letter to the Bank on the vendor's letterhead

To

.....

.....

.....

.....

Dear Sir(s),

Sub: RFP for the Implementation of Centralised ""Cheque Truncation System
(CTS) Solution for MSCBon OPEX Model vide RFPRef No.:
Dated

We, M/s _____, the undersigned, hereby confirm that we have read and understood the Techno functional criteria and fulfill the same.

Further, we hereby undertake and agree to abide by our response to techno functional criteria and all terms and conditions and guidelines mentioned in techno functional criteria by the Bank. We understand that any deviation may result in disqualification of our bid.

We hereby agree to comply with all the terms and conditions / stipulations as contained in the Techno functional requirement in part-v of RFP.

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

ANNEXURE -13**Undertaking for Non-Blacklisting / Non-Debarment of the bidder**

To

.....

.....

.....

.....

Dear Sir(s),

Sub: RFP for the Implementation of Centralised "Cheque Truncation System (CTS) Solution for MSCBon OPEX Model vide RFPRef No.:
Dated

We, M/s _____, the undersigned, hereby confirm that we have read and understood the eligibility criteria and fulfill the same.

- a) We further confirm that all the information as per requirement of the Bank have been included in our bid.
- b) Further, we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- c) We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/Regulatory Body/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- d) We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.

We, M/s _____, the undersigned, hereby confirm that we will supply the link with good service of connectivity as mentioned herein technical specifications.

Bank reserves the sole right to decide by itself for discontinuation of contract if the quality of paper is maintained as mentioned in the RFP.

(Deviation to the above if any, the Bidder must provide details of such action(s)(1)

(2)

(Signature and the capacity of the person duly authorized to sign the bid for and on behalf of)

ANNEXURE-14**Format of Pre-Bid Queries to be submitted by the Bidder(s)**

Name of the Bidder:

Name of the Contact Person of the Bidder: Contact

Number of the Contact Person: Email id of the Contact

Person:

Sl. No.	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder

Undertaking by the Bidder

To

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

Dear Sir,

Sub: RFP for the Implementation of Centralised ""Cheque Truncation System (CTS) Solution for MSCB on OPEX Model . RFP Ref No.:..... Dated

We submit our Bid Document herewith.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Purchase Order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

For.....

(Signature and seal of authorized person)Place:

Date:

Application Integrity Statement(To be submitted in the Company Letter Head with technical Bid)

We undertake, that application supplied for Implementation of Centralised "Cheque Truncation System (CTS) Solution for MSCB on OPEX Model and other applications provided to Bank as per the scope of this RFP is free of malware, free of any obvious bugs, and free of any covert channels in the code.

Authorized signatory Name:

Designation: Place:

Date:

Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2021.

BETWEEN

_____ a company incorporated under the Companies Act, 1956/2013 having its registered office at__ (hereinafter referred to as “-----” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

MSCB, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 and having its head Office at _____ (hereinafter referred to as “**BANK**” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **OTHER PART**

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

WHEREAS:

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

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

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

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

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, or (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

- 2. Non-disclosure:** The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons

in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefor.

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

- 3. Publications:** Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.
- 4. Term:** This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease rights to any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof. Notwithstanding anything to the contrary contained herein, the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.
- 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 now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.
- 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, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.
- 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.

In addition to above Bank will have recourse to have remedies through arbitration , if required.

- 8. Entire Agreement, Amendment, Assignment:** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
- 9. Governing Law and Jurisdiction:** The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/tribunals in Mumbai.
- 10. General:** The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.
- 11. Indemnity:** The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and / or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party, its officers, employees, agents or consultants.

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

For and on behalf of

Name of Authorized signatory:
Designation:

For and on behalf of MSCB

Name of Authorized signatory:
Designation:

PROFORMA FOR DEED OF INDEMNITY
(To be stamped as per the Stamp Law of the Respective State)

This Deed of Indemnity executed at On the _____ day of _____ by M/s _____ (hereinafter referred to as "the Obligor" which expression shall unless it be repugnant to the context, subject or meaning thereof, shall be deemed to mean and include successors and permitted assigns);

IN FAVOUR OF

MSCB a body corporate constituted under the Banking Companies (Acquisition and transfer of undertakings) Act, 1970, having its Head Office at (hereinafter referred to as "MSCB", which expression unless expressly excluded or repugnant to the context shall also include its successor, assigns, attorneys, agents, representatives, authorized officer and all and any such officer having the power and authority to represent the Bank).

WHEREAS

1. The Obligor has

- A. offered to provide solution for the Implementation of Centralised ""Cheque Truncation System (CTS) Solution for MSCB on OPEX Model with the specifications as prescribed in the Agreement / Contract dated _____ during the period of **five years** from the date of acceptance of the purchase orders issued by the Bank from time to time. The Supply of solution by the obligor is herein after referred to as "**Supply**".
- B. Represented and warranted that they have all permissions, consents, approvals from all authorities, both regulatory and non-regulatory, for providing solution for the Implementation of Centralized ""Cheque Truncation System (CTS) Solution for MSCB on OPEX Model.
- C. Represented and warranted that the aforesaid supply/services offered to MSCB do not violate any provisions of the applicable laws, regulations or guidelines including legal and environmental. In case there is any violation of any law, rules or regulation, which is capable of being remedied, the same will be got remedied immediately during the installation, maintenance and contract period to the satisfaction of MSCB.

- D. Represented and warranted that they are authorized and legally eligible and otherwise entitled and competent to enter into such Contract/ Agreement with MSCB.
2. One of the conditions of the aforesaid Agreement is that the Obligor is required to furnish an indemnity in favor of MSCB indemnifying the latter against any claims, losses, costs, actions, suits, damages and / or otherwise arising due to or on account of Obligor's violations of any trademarks, patents, copyrights and licenses, the applicable laws, regulations, guidelines during the Supply / Services to MSCB as also for breach committed by the Obligor on account of misconduct, omission and negligence by the Obligor.
3. In pursuance thereof, the Obligor has agreed to furnish an indemnity in the form and manner and to the satisfaction of MSCB as hereinafter appearing;

NOW THIS DEED WITNESSETH AS UNDER:-

In consideration of MSCB having agreed to award the aforesaid contract to the Obligor, more particularly described and stated in the aforesaid Agreement/Contract, the Obligor do hereby agree and undertake that:-

- (1) the Obligor shall, at all times hereinafter, save and keep harmless and indemnified MSCB, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against MSCB by whomsoever and all losses, damages, costs, charges and expenses that MSCB may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, guidelines and also from the environmental damages, if any, which may occur during the contract period.
- (2) The Obligor further agrees and undertakes that the Obligor shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, orders framed or issued by any appropriate authorities.
- (3) The Obligor further agrees to provide complete documentation of all Equipments/accessories/and other software, they are having. The Obligor shall also indemnify and keep indemnified MSCB against any levies/penalties/claims/demands, litigations, suits, actions, judgments, in this regard.
- (4) If any additional approval, consent or permission is required by the Obligor to execute and perform the contract during the currency of the contract, they shall

procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.

- (5) The obligations of the Obligor herein are irrevocable, absolute and unconditional, in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement/Contract or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of MSCB or Obligor or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- (6) The obligations of the Obligor under this deed shall not be affected by any act, omission, matter or thing which, would reduce, release or prejudice the Obligor from any of the indemnified obligations under this indemnity or prejudice or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to MSCB).
- (7) This indemnity shall survive the aforesaid Agreement.
- (8) Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either party at the address stated in the aforesaid Agreement and or as stated above.
- (9) This indemnity shall be governed by, and construed in accordance with, the laws of India. The Obligor irrevocably agrees that any legal action, suit or proceedings arising out of or relating to this indemnity may be brought in the Courts/Tribunals at Mumbai. Final judgment against the Obligor in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction, by suit on the judgment, a certified copy of which shall be conclusive evidence of the judgment, or in any other manner provided by law. By the execution of this indemnity, the Obligor irrevocably submits to the exclusive jurisdiction of such Court/Tribunal in any such action, suit or proceeding.
- (10) MSCB may assign or transfer all or any part of its interest herein to any other person. Obligor shall not assign or transfer any of its rights or obligations under this indemnity, except with the prior written consent of MSCB

IN WITNESS WHEREOF the Obligor has signed these presents on the day, month and year first above written.

Signed and Delivered on behalf of (_____)

By the hand of (_____) the authorized official of the Obligor)

Undertaking Letter on the bidder's letterhead for Central Minimum Wages Act & Labour Laws

To,

MSCB

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Implementation of Centralised ""Cheque Truncation System (CTS) Solution for MSCB on OPEX Model RFP Ref. No.

Further to our proposal dated in response to the Request for Proposal (Bank's tender No.....herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

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

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

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

Yours faithfully,

Authorised Signatory Designation

Bidder's corporate name

Place:

Date:

Escalation Matrix

Ref: RFP for Implementation of Centralised “Cheque Truncation System (CTS)Solution for MSCB on OPEX Model

RFP Ref. No.: Dated

Sr.	Name	Desgnation	Full Office Address	Phone No	Mobile	Email address
a		First level Contact				
b		Second Level contact				
c		Third Level Contact				
d		Country Head				

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

Date:

Signature with seal

Name:

Deignation:

CHECK LIST

Sr. No.	Detail	Yes/No
1.	Tender Cost	
2.	EMD/ Bid Security	
3.	Annexure-1 Tender Offer Forwarding Letter	
4.	Annexure-2 General Details of the Bidder	
5.	Annexure-3 Declaration Cum Undertaking	
6.	Annexure-4 Eligibility Criteria Compliance Sheet	
7.	Annexure-5 Techno-Functional Compliance	
8	Annexure-7 Format for Commercial Bid	
9	Annexure-9 PERFORMANCE BANK GUARANTEE	
10	Annexure-11 Undertaking by the Bidders (No- Deviation)	
11	Annexure-11-A Undertaking by the Bidders (No- Deviation)	
12	Annexure-13 Non-Blacklisting	
13	Annexure-14 Pre-bid Query Format	
14	Annexure-16 Undertaking by Bidders (Lowest Bid)	
15	Annexure-17 Application Integrity Statement	
16	Annexure-18 Non-Disclosure Agreement	
17	Annexure-19 Deed of Indemnity	
18	Annexure-20 Undertaking Letter on the successful bidder's letterhead for Central/State Minimum Wages Act & Labour Laws Act.	
19	Annexure-21 Escalation Matrix	

[Back To Index](#)