



REQUEST FOR PROPOSAL

FOR

**SELECTION OF SERVICE PROVIDER FOR
ACCESS CONTROL SERVER (ACS)
FOR ONLINE DEBIT CARD & CREDIT CARD
TRANSACTIONS**

Date of Pre-Bid Meeting 29.08.2018 (11.00 AM)

Last Date for Submission of BID 18.09.2018 (03.30 PM)



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SECTION - I

INVITATION FOR BIDS

1. Indian Bank is a premier Nationalised Bank with over 2834 Branches and having a business of over Rs.3.71 lakh Crores as on 31.03.2018. The Bank had been a forerunner in absorption of technology and has many firsts to its credit in implementation of IT in banking. The Bank has overseas presence through three Branches in Singapore, Sri Lanka and has reciprocal arrangements with various Foreign Banks across the globe. The Bank has already networked over 2703 Branches spread across the country and have implemented Core Banking Solution in all the Branches. Bank has installed more than 2846 ATMs, 553 BNAs, introduced Debit Cards, Credit Cards and Pre-paid Card. Banking services are offered through Multiple Delivery Channels like ATM, Internet Banking, Tele-banking, Mobile Banking etc. Bank is also partnering various e-governance initiatives of Govt of India and various State Governments.
2. Bank invites sealed bids from eligible bidders for providing "Access Control Server (ACS) for online debit and credit cards" on hosted model. Part-I of the Bid Document will consist of Functional & Technical and other Details and should be submitted manually and Part II will be commercials which will be through Online Reverse Auction Process.
3. Interested eligible bidders may download the Bid document from our Bank's website www.indianbank.in and may obtain further information from Indian Bank, at the address given below from 10.00 to 17.00 hours on all days from Monday to Friday and from 10.00 to 17.00 hours on 1st, 3rd and 5th Saturdays.

Chief Manager
CO Digital Banking Division,
Indian Bank, Corporate Office,
254-260,Avvai Shanmugam Salai,
Royapettah,Chennai-600 014
E-Mail: vinodh.v@indianbank.co.in
jassel.pc@indianbank.co.in

The bidder shall submit the bid along with a Demand Draft in favour of Indian Bank payable at Chennai for Rs.20,000/- (non-refundable) towards bid document and a Bid Security of Rs.20,00,000/- (Rupees Twenty lakhs only) in the form of Bank Guarantee towards earnest money deposit. Bid submitted without the DD and Bid Security will not be considered. Late Bids will summarily be rejected.

Part I of the Bid (consisting of Functional & Technical specifications as per the Section V of the RFP, Bid Form, Bid Security, Bidder's Profile, Eligibility Criteria, Self Declaration on compliances, Self Declaration on Black listing etc. as per Annexure) will be opened by the Bank at 15.30 hours IST on 18.09.2018 in the presence of Bidders' Representatives present at that time.

Interested Bidders may send their Representative to participate in the Bid Opening Process. After technical evaluation, only the eligible Bidders will be communicated of the date and time of Online Reverse Auction Process and Agency for participating in the reverse auction process to identify lowest quoted (L1) vendor, (other than the existing vendor) .



SCHEDULE & CONTROL SHEET

The following is an indicative timeframe for the overall process. Bank reserves the right to change this timeframe. Changes to the timeframe if any, will be ported in Bank's website.

Tender Reference	CODBDRFP595/R12018-19 DATED 21.08.2018
Date of floating of tender document	21.08.2018
Cost of Tender Document (Non Refundable)	Rs 20,000/-
Bid Security Deposit (EMD)	Rs 20,00,000/- (Rupees Twenty Lakhs Only)
Pre-Bid queries to be mailed by bidders on before	28.08.2018
Pre-Bid Meeting	29.08.2018 at 03:30 P.M
Last Date and Time for receipt of tender offer / Bids	18.09.2018 up to 03:30 P.M
Date of opening of technical bids.(Part I)	18.09.2018 at 04:00 P.M
Date and time of Reverse Auction	Date and time will be informed to technically qualified bidders.
Place of Opening of Bids / Pre - Bid meeting	Indian Bank, Corporate Office, 254-260, Avvai Shanmugam Royapettah, Chennai 600 014.
Contact Details	
Shri Vinodh. V Assistant General Manager Indian Bank, Head Office, Digital Banking Division, No.66, Rajaji Salai, Chennai, Tamil Nadu, PIN 600 001, India. Phone 044 25269717 E-Mail: vinodh.v@indianbank.co.in	Shri Jaseel PC Chief Manager, Indian Bank, Head Office, Digital Banking Division, No.66, Rajaji Salai, Chennai, Tamil Nadu, PIN 600 001, India. Phone 044-25269718 E-mail : jaseel.pc@indianbank.co.in
Website	www.indianbank.in

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



SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION – II

INSTRUCTIONS TO BIDDERS

1. Introduction

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

2. Pre-bid Meeting

- a. Pre-bid Meeting is scheduled to be held at the following address at 11.00 A.M IST on 29.08.2018. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

Indian Bank,
Corporate Office,
254-260 Avvai Shanmugam Salai
Royapettah, Chennai – 600 014.

- b. The purpose of the meeting will be to clarify the doubts raised by the probable bidders.
- c. The Bidder is requested to submit any queries/clarifications to the Bank in the format provided in Annexure 8 at least one day before the date of meeting to the following mail ids.

vinodh.v@indianbank.co.in
jaseel.pc@indianbank.co.in

- d. The text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment/s to the bid document, if any, will be posted in our web site and be informed to the bidders who have raised queries in writing.

3. Amendment of bidding documents

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

3.2 All prospective Bidders will be notified of the amendments, if any, through Bank's website and it will be binding on them.

3.3 The RFP shall be read in conjunction with any amendment issued subsequently.

4. Documents constituting the bid

4.1 The Bid prepared by the Bidder should comprise the following components

4.1.1 Technical Bid (Part I)

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



6.3 The Bid Security may be forfeited ,

- a. if a Bidder withdraws its bid during the period of bid validity,
or
- b. in the case of a Successful Bidder, if the Bidder fails to sign the Contract within the specified time of 15 days, or to furnish Performance Security.
or
- c. If a Bidder does not accept the relevant clauses of schedule II-Instructions to Bidders'
or
- d. If a bidder makes any statement or encloses any form which turns out to be false / incorrect in the bid form.

7. Period of validity of Bids

Bids should remain valid for the period of 135 days after the last date for submission of bid prescribed. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity, if required.

8. Format and signing of Bid

8.1 All pages of the bid (down loaded from Bank's Website), except for un-amended printed literature, shall be initialled by the authorised signatory.

8.2 Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

9. Sealing and marking of Bids

9.1 The Bidder shall seal the Part I of the bid duly marking the envelope as Bid for Selection of service provider for Access Control Server(ACS) for online debit card & credit card transactions "– PART I – Technical". "PART II – Commercial" will be called through Online Reverse Auction Process.

9.2 The envelope shall

- a. be addressed to the Bank at the address given below;

Chief Manager,
Indian Bank, Corporate Office,
Premises and Expenditure Dept.,
254-260 Avvai Shanmugam Salai
Royapettah, Chennai, PIN 600 014, India.

- b. bear the name "RFP for Access Control Server(ACS) for online debit card & credit card transactions" and a statement "**DO NOT OPEN BEFORE 18.09.2018**"

10. Deadline for submission of Bids

10.1 Deadline for bid submission is 18.09.2018 3.30 P.M. In the event of the specified date for the submission of bids, being declared a Holiday for the Bank, the bids will be received up to the appointed time on the next working day.



As part of their bid, the bidder should submit documents agreeing to the bid's terms and conditions.

The documentary evidence of the Bidder's qualifications to perform the Contract if their bid is accepted, shall establish to the Bank's satisfaction

- a. that, the Bidder has the financial and technical capability necessary to perform the Contract;
- b. that, the Bidder meets the Qualification requirements.

4.1.2 A Bid Form of the Bid Document down loaded from Bank's Website.

4.1.3 Bid security (Earnest Money Deposit) for Rs.20,00,000/-

4.1.4 DD for Rs.20,000/- towards cost of Bid Document (non-refundable)

4.1.5 Other documents as mentioned in Checklist

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

5. Documents establishing goods/services conformity to Bidding Documents

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

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

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

6. Bid Security (Earnest Money Deposit)

The Bidder shall furnish, as part of their bid, a Bid Security in the form of a Bank Guarantee issued by a Scheduled Commercial Bank located in India, in the form provided in the Bidding Documents (as per format given in Annexure) for a sum of Rs.20,00,000/- (Rupees Twenty lakhs only) and valid for 180 days from the last date for submission of Bid with one month claim period. Bank may seek extension of Bank Guarantee, if required further.

6.1 Unsuccessful Bidders' Bid Security will be discharged or returned after the completion of contract awarding process.

6.2 The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the Performance Security.



10.2 The Bank may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents, in which case all rights and obligations of the Bank and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

10.3 Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will summarily be rejected and returned unopened to the Bidder.

11. Opening of Bids by Bank

11.1 The Bank will open the part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives present at 15.30 hours on 18.09.2018.

11.2 The Bidders' names, bid modifications or withdrawals and the presence or absence of the requisite bid security and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the bid opening. No bid shall be rejected at bid opening, except late bids, which shall be returned unopened to the Bidder

11.3 Bank shall call the commercial bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of technical bid about the date and time of reverse auction along with the name of the Agency authorised to conduct the reverse auction.

12. Clarification of Bids

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

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

13. Evaluation Criteria

13.1 General /Technical Evaluation

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

13.1.2 Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a



substantially responsive bid is one, which conforms to all the terms and conditions of the RFP without material deviations.

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

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

13.1.5 The bidder should extend support for the quoted solution for minimum period of three years.

13.2 Commercial evaluation

13.2.1 Technically qualified Bidders alone will be intimated to participate in the Online Reverse Auction to identify lowest quoted (L 1) Bidder.

13.2.2 In the reverse auction, the bidder will be required to quote only total cost (i.e. Grand Total of commercial bid format). The price quoted should be inclusive of all charges but exclusive of taxes only. The bidder who quotes lowest amount will be identified as successful bidder. The successful bidder has to submit price break up as per commercial bid format after completion of reverse auction directly to Bank duly signed by the authorised signatory. The unit price for each line item should be comparable to prevailing market rates.

14. Bank's right to accept any bid and to reject any or all bids

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

15. Awarding of Contract

Purchase order for providing ACS solutions for online debit card & credit card transactions will be issued to lowest quoted (L1) Bidder. Acceptance should be submitted by the Successful Bidder within one week from the date of issue of purchase order. The contract will be for a period of 3 years from the date of Purchase Order. The contract may be extended for a further period of 2 years at mutually agreed rates. However, Bank reserves to float tender to identify new service provider. If Bank decides so, the vendor should support for migrating the data to new service provider.

16. Signing of Contract

Within fifteen (15) days of receiving the Purchase Order, the Successful Bidder shall sign:

- (i) The Service Level Agreement as per Section III of the RFP;
- (ii) The contract as per Annexure 10 of the RFP; and
- (iii) The Non Disclosure Agreement as per Annexure 11 of the RFP

and submit it to the Bank.



17. Performance Security

Within fifteen (15) days from the date of issue of purchase order by the Bank, the successful Bidder shall furnish Performance Security as detailed below –

- 10 % of the project cost quoted by the successful bidder as per commercial bid form provided in this RFP in the form of Bank Guarantee valid for 40 months from the date of issue.
- The performance security submitted by the supplier shall be invoked by the Bank if the Successful Bidder fails to complete his obligations under the contract.
- The performance security shall be discharged by the Bank and returned to the Successful bidder not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract. The Successful bidder's performance obligations under the Contract include support / co-operation for migrating the data to new service provider identified at the end of the contract period.

18. Others

Please note that

- (i) The cost of preparing the proposal including visit / visits to the Bank is not reimbursable.
- (ii) Bank reserves the right to negotiate with the lowest quoted (L1) Bidder under exceptional circumstances or to cancel the tender.
- (iii) Either the Agent on behalf of the Principal or the Principal directly could bid in a tender but not both.
- (iv) All pages of the Bid Document, Clarifications/Amendments if any, should be signed by the Authorized Signatory and kept with Part-I along with copy of the Power of Attorney of the Authorized Signatory.
- (v) Names & contact details of two buyers to whom similar solution is provided and implemented in the recent past and to whom reference may be made by the Bank regarding the bidder's technical and delivery ability to be furnished

1. -----

2. -----

(vi) Bids submitted shall also include the following.
Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the Company.

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

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

(vii) This RFP is not transferable.

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



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

19. DISCLAIMER

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

This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary, obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP.



Section III – Conditions of Contract

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SECTION – III –CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- a. **"The Contract"** means the agreement entered into between the Bank and the Selected bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **"The Contract Price"** means the price payable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations;
- c. **"The Goods"** means all of the equipment, machinery, and / or other materials which the Successful Bidder is required to supply to the Bank under the Contract;
- d. **"The Services"** means those services ancillary for providing "Access Control Server(ACS) for online debit card & credit card transactions" to the Bank, such as transportation and insurance, and any other incidental services, such as installation, commissioning, integrating, migrating, provision of technical assistance, training and other such obligations of the Selected bidder covered under the Contract;
- e. **"The Purchaser"** means Indian Bank.
- f. **"The successful bidder"** means the organisation emerged as L1 Bidder in the Reverse Auction for providing services under this Contract.
- g. **"The Service Provider"** (SP) means the successful bidder with whom the Bank entered in to contract for providing Access Control Server(ACS) for online debit card & credit card transactions
- h. **"Deliverables"** mean the services to be provided under the terms and conditions of this RFP.

2. USE OF CONTRACT DOCUMENTS AND INFORMATION;

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

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

3. PATENTS RIGHTS

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

3.2 The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark,



copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

- 3.3 The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.
- 3.4 The Bank will give notice to the supplier of any such claim without delay, provide reasonable assistance to the supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim
- 3.5 The supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive licence thought-out the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

4 SCOPE OF WORK

Below is the high level scope of activities to be performed by the successful bidder under this contract. Detailed Requirements and Technical Specifications are provided in Section V

- (i) Providing Access Control Server (ACS) on hosted model for online transactions done using debit card and credit cards with capability of processing minimum 2 Lakh numbers of transactions per day exclusively for Indian Bank and the RRBs sponsored by Indian Bank.
- (ii) Migrating the existing cardholder data provided by the Bank.
- (iii) Establishing network connectivity from the successful bidder's primary Data Centre to the Bank's Data Centre (Chennai) through leased lines of minimum 2 Mbps speed.
- (iv) Obtaining necessary certification from the card associations for the services to be provided to Indian Bank
- (v) Generating and sending the One Time Passwords (OTP) through bidder's own or partners' SMS and E-mail gateways.
- (vi) Establishing an online interface with the Bank for fetching the cardholder details during the transactions.
- (vii) Providing a web portal for carrying out various activities and generating reports as detailed in the technical specifications of RFP.

5 PAYMENT

Payment for ACS service will be made on a monthly basis. The Successful Bidder will have to submit separate invoices for the authentication charges and SMS charges for a month, before 10th of next month along with a request letter for payment. Payment will be released within 15 days of submission of invoices accompanied by supporting documents by the Service Provider on monthly basis. Invoices for debit cards, credit cards and RRB cards shall be submitted separately at concerned departments.

6 PERFORMANCE SECURITY

Within fifteen (15) days from the date of purchase order issued for the project by the Bank, the successful Bidder shall furnish the Performance Security as mentioned In the Bid document (Clause No.17 of the "Instructions to Bidders").



7 SERVICE LEVEL AGREEMENT (SLA)

The Bank expects that the Bidder to adhere to the Service Levels defined in this document. The bidders must submit a self declaration that the solution proposed is designed and structured to meet or exceed the service levels required by the bank

7.1 SLA CATEGORIES

The SLAs expected for the project can be broadly divided into the following categories

- Implementation ACS
- ACS Service uptime and performance requirements

Both the above categories shall be measured for quality, completeness and timeliness as applicable. The successful bidder must ensure that tools/ solutions required for automated monitoring and reporting of the service metrics are provisioned as part of the solution offering.

7.2 SLA REVIEW PROCESS

This section outlines the service metrics/ levels that the solution offered must meet.

7.2.1 Timelines for Solution Implementation

- (A) Successful bidder should implement the ACS, test, obtain certification, migrate the data and commence the services within 5 weeks from the date of receiving the purchase order from the Bank.
- (B) Additional time of 4 weeks will be given for implementing the network connections and online interface with the Bank for online Updation of card details.

7.2.2 Penalty For Delay

In case the successful bidder fails to adhere to the above timelines mentioned in Para 7.2.1, penalty for delay will be applicable and will be recovered from the successful bidder as Liquidated Damages as detailed below

- (a) Rs.50,000 per day for delay in completion of activities mentioned under Para. 7.2.1 (A) above ;
- (b) Rs.10,000 per day; for delay in completion of activities mentioned under Para. 7.2.1 (B) above.

In case the reasons for delay in implementing the services according to the timelines mentioned under TIME LINES FOR IMPLEMENTATION are beyond the control of the successful bidder or solely attributable to Bank's action, then same should be reported to the Bank along with the reason therefore and proof of document, if any, in support of such reporting and the Bank shall evaluate such reporting by successful bidder before levying the Liquidated Damages (LD). Where warranted, the Bank Guarantee validity period shall be extended to cover the extended period for performance.

Without any prejudice to Bank's other rights under the law, the Bank shall recover Liquidated damages as mentioned above. If the Successful Bidder not able to complete the project within

the timelines, Bank reserves the right to terminate the contract and invoke the Performance Security.

7.2.3 Service Up time Requirement

The successful bidder shall provide a guaranteed uptime of 99.9% for the service which shall be calculated on monthly basis. The Uptime is equal to total contracted hours in a month less downtime. The Downtime is the time between the start time of service unavailability and time of restoration of services. Restoration is the condition when the Successful Bidder demonstrates that the solution is in working order. For SLA purpose a month will be treated as 30 days. If the successful bidder fails to maintain guaranteed uptime of 99.9% on monthly basis, Bank shall impose penalty as per the details given below under para 7.2.4. If the uptime is below 97% continuously for 3 months the Bank shall have full right to terminate the contract under this RFP in addition to charging penalty & invoking Bank Guarantee.

7.2.4 Penalties for Downtime

Monthly Downtime	Amount of Penalty
98.5 % to 99.8 %	2% of Amount Payable(Monthly)
97.5 % to 98.5 %	3 % of Amount Payable (Monthly)
96.5 % to 97.5 %	5 % of Amount Payable (Monthly)
95.5 % to 96.5 %	10 % of Amount Payable (Monthly)
Below 95.5 %	50 % of Amount Payable (Monthly)

Service availability of the all the components and systems involved in the ACS solution (such as transaction authorization, OTP generation, web portal and online interface with Bank) will be considered for calculating the downtime penalty.

7.2.5 Problem Management and Escalation

- Bank requires the successful bidder to provide reports on "Business Downtime" and a log of all issues that have been raised and Closed/ Pending Closure by the successful bidder. The frequency of the report would be Weekly, Monthly, Quarterly and Yearly.
- The successful bidder shall provide 24 x 7 support over telephone and e-mail to the Bank for reporting the issues.
- Successful bidder shall submit the contact details and escalation matrix to the Bank for escalating the issues.

8 TERMINATION FOR DEFAULT

- A. The Purchaser, without prejudice to any other remedy for breach of contract, by 7 days written notice of default sent to the selected bidder, may terminate this Contract in whole or in part
 - a. if the Successful Bidder fails to deliver any or all of the Goods and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser;



- b. If the Successful Bidder fails to perform any other obligation(s) under the Contract.
- c. If the Selected bidder, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d. In case of Bidders revoking or cancelling their Bid or varying any of the terms in regard thereof without the consent of the Bank in writing, the Bank shall reject such offers and forfeit EMD paid by them along with their offers.

For the purpose of this clause

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser of the benefits of free and open competition.

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

8 FORCE MAJEURE

A. The Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

B. For purposes of this clause, "Force Majeure" means an event beyond the control of the Successful Bidder and not involving the Selected bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



9 SETTLEMENT OF DISPUTES

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

B. If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the purchaser or the Successful Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

The dispute resolution mechanism to be applied shall be as follows

(a) In case of dispute or difference arising between the Purchaser and a domestic Successful Bidder relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Selected bidder; the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which appointment shall be final and binding on the parties.

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

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

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

(e) Where the value of the contract is Rs. 10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator shall be appointed by

agreement between the parties; failing such agreement, by the appointing authority namely the Indian Banks' Association.

D. Notwithstanding any reference to arbitration herein,

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

b) the purchaser shall pay the Successful Bidder any monies due to the selected bidder.

10 CONFIDENTIALITY

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

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

11 APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

12 TRAINING

The Successful Bidder should train the Bank personnel about Access Control Server (ACS) Portal for online debit card & credit card transactions provided by them along with user & technical manuals, so that they become conversant with the solution provided.

13 TECHNICAL DOCUMENTATION

The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with the goods / services supplied. The language of the documentation should be English.



14 CONTRACT PERIOD

- The contract period for providing Access Control Server (ACS) for online debit card & credit card transactions will be for a period of Three Years from the date of Purchase Order. The Successful Bidder needs to execute a comprehensive, definitive Service Level Agreement (SLA) with the Bank. SLA will cover performance and availability of the solution deployed. The performance of the Successful Bidder shall be reviewed every year and the Bank reserves the right to terminate the contract at its sole discretion by giving six months notice.

Bank reserves the right to renew the contract for a further period of up to Two years from the expiry of the initial term of 3 years at mutually agreed rates.

- Contract Continuity - The contract shall terminate only on explicit correspondence to that effect. Until that time, successful bidder shall continue to provide the service at the contracted price as per the agreement. As and when the Bank decides to change Service Provider for providing ACS for online card transactions or change the current business model / vendor, successful bidder has to coordinate for migration of existing registered user base to the Bank's new model without causing disruption of the Services to the Bank at no extra cost to the Bank. The migration period and the support required from successful bidder shall be communicated to successful bidder one month before the transition starts. Bank shall reserve right to revise the migration period. During transition period, successful bidder shall at least, but not limited to, provide support in terms of migration support of data, training and knowledge transfer and any other type of support during the defined transition period.
- In event of bidder insolvency, contract termination, bidder in M & A activity, successful bidder shall continue to provide the service without causing disruption of the services to customers of the Bank at no extra cost to the Bank. Also, any interface development carried out / customization done specifically for Bank shall be transferred to Bank at no additional cost.

15 AUDIT AND INSPECTION

- The successful bidder shall allow the Bank, its authorized personnel, its auditors (internal or external), authorized personnel from Reserve Bank of India, other regulatory or statutory authorities or their representatives to conduct the audit of the operations, applications, servers at Primary Data Centre / Disaster Recovery Centre, documents, records, or any other information given to, stored or processed by the successful bidder within a reasonable time and grant unrestricted rights to inspect and audit the operations and records directly related to the services being provided under this RFP, failing which selected service provider will be liable to pay any charges / penalty levied by the Bank / RBI/statutory/regulatory body etc.
- The Bank may conduct audit of the ACS solutions associated services every 6 months or at a periodicity solely decided by the Bank. The audit will be conducted by either Bank officials or any firm / individual appointed by the Bank for the purpose. Bidder is expected to provide full assistance during these compliance audits and address any non-conformity identified during the audits. The Bank shall provide any such



recommendations identified from third party audits and the bidder shall comply with such recommendations within such time as specified by the audit committee.

- At all times during implementation/ migration/ maintenance/ business-as-usual running, Successful Bidder needs to adhere to Banks' required compliances vis-à-vis security, confidentiality, integrity and availability and also any RBI / Govt. / other regulatory guidelines on the same.
- Bank also reserves the right to conduct regular information security audit on providing ACS solutions for online debit and credit card transactions to ensure complete security, through its own team or employing a third party auditor.
- The Bank reserves the right to verify the employee sourcing procedure of the Service Provider, and suggest changes, if any, to safe guard the bank's interest.

16 SUBCONTRACTING

As per scope of the RFP, subcontracting is prohibited. However, if the successful bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case subcontracting is permitted by the Bank, the contracting supplier will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting supplier is also responsible for ensuring that the Sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the successful bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

17 TAXES AND DUTIES

The service provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the supplier shall include all costs, levies, insurance, freight, warranty, AMC, charges for incidental services and installation charges etc. and exclusive of applicable GST. Applicable TDS will be deducted from the payment.

18 COMPLIANCE OF APPLICABLE LAW

The Successful bidder shall be responsible for compliance with all laws, rules, regulations, orders, notifications and directions applicable in respect of its personnel (including, but not limited to, the Contract labour (Prohibition and Regulation) Act 1986, The payment of Bonus Act 1965, the minimum wages Act 1948, the Employees Provident Fund Act 1952, and the Workmen's compensation Act 1923), and shall maintain all proper records, including, but not limited to, accounting records required under the Applicable laws, or any code, practise or corporate policy applicable to it from time to time.

19 FRAUD RISK MANAGEMENT

The solution / application proposed by the bidder should have rule based, real time fraud risk management capabilities implemented. Details should be shared with the Bank and the configuration should be done as per the requirement of the Bank.



20 CYBER SECURITY POLICY

Bidders are liable for not meeting the security standards or desired security aspects of all the ICT resources as per Bank/RBI's Information Technology/ Information Security/ Cyber Security Policy. Copies of the Information Technology/ Information Security/ Cyber Security Policy will be shared with the successful bidder. Bidders should ensure Data Security and protection of facilities / applications managed by the.

21 INDEMINITY

The successful bidder shall, at its own expense, indemnify, defend and hold harmless Indian Bank and its officers, directors, employees, representatives, agents and assigns from and against any and all losses, claims, costs and expenses, including attorney's fees and expenses, that may be occurring due to, arising from or relating to:

- a. A breach, non-performance or inadequate performance by the selected service provider of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties, under this RFP or subsequent agreement;
- b. The acts, errors, representations, misrepresentations, wilful misconduct or negligence of the selected service provider, its employees/agents in performance of its obligations under this RFP or subsequent agreement; or
- c. Any deficiency in the services of the selected service provider or
- d. Violation of any applicable laws by the service provider, its agents, employees, representatives etc.
- e. Infringement of any patent, trade-marks, copyrights, hardware, software, application, utilities etc. used by the selected bidder and its employee / agent for providing services.
- f. In the event of selected service provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the rights to recover the amounts due to it under this provision from any amount payable to the selected service provider.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in the RFP. Bank shall inform the service provider of all known breaches and claims of indemnification and the selected service provider shall be required at their expense to remedy the breaches, defend, manage, negotiate or settle such claims within time.

22 INSURANCE COVERAGE

Selected service provider need to insure the any damage / loss to the Bank.



SECTION – IV
ELIGIBILITY CRITERIA

Only those Bidders who fulfill the eligibility criteria should respond to the RFP. Offers received from the Bidders who do not fulfill any part of the eligibility criteria are liable to be rejected. The bidder must fulfill the criteria mentioned in the table below in order to bid.

S. No.	Eligibility Criteria	Documentary Evidence to be submitted to the Bank
1	The bidder should be a Limited Company registered in India as per Company Act 1956 and should have been in operation for a period of at least 3 years as on 31.07.2018	Copy of Certificate of Incorporation
2	The bidder should have registered annual turnover of Rs.5 Crores or above during each of the last 3 financial years from the business in India.	Audited balance sheets of the bidder for last three consecutive audited financial years of the bidder. (2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 & 2017-18).
3	The bidder should have made net profit during each of the last three consecutive financial years from the business in India.	Certificate from a Chartered Accountant to confirm that the turnover and profit provided in the audited balance sheets are solely from the business in India.
4	The bidder should be the Original Equipment Manufacturer of the ACS software or Should have the authorization from the OEM of ACS software to support, customize and to get certification for the ACS software. Either OEM of the software solution or the authorized System Integrator can submit the bid, but not both.	In case of OEM, Self Declaration in their Company's letterhead to be submitted as per format attached. In case of authorized partner of OEM, Manufacturer Authorization to be submitted.
5	The bidder should be currently providing the ACS services offered to Indian Bank, to at least 2 scheduled commercial banks in India for MasterCard, Visa & RuPay card variants. (It is not necessary that all 3 variants' services are being provided to the same Bank).	Bidder to Submit copy of purchase orders along with satisfactory letter / certificate as documentary evidence.
6	The bidder should have their own or co-hosted Data Centre with a fully functional DR Centre in India. The Primary data centre and DR centre should be ISO 27001 certified.	Documentary evidence (Contract / Bills) and copy of valid ISO 27001 Certificate.
7	The bidder should have PCI-DSS, PA-DSS and third party penetration testing / VAPT Certification.	

8	The proposed setup must be capable of processing 2 Lakh number of transactions per day exclusively for Indian Bank its RRBs and should be scalable to process up to 3 Lakh transactions per day for Indian Bank and its RRBs. (One transaction refers to Generation of 1 OTP and its verification.)	Undertaking letter along with Sizing Document.
9	Bidder should not have been blacklisted / barred by any regulator / statutory body in India during last 3 years.	The bidder in their company's letterhead shall provide declaration to this effect signed by the Authorized Signatory

Please Note

- Proposals of only those Applicants who meet the eligibility criteria will be considered for evaluation process.
- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria for verification.
- Either the agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same solution.
- If an agent submits a bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM for the same solution.



SECTION V: TECHNICAL BID FOR PROVIDING BIDDER'S COMPLIANCE TO THE SCOPE OF WORK AND FUNCTIONAL & TECHNICAL REQUIREMENTS FOR PROVIDING ACS SOLUTIONS FOR CARD TRANSACTIONS.

SI No	Requirement	Specification offered	Mention Complied / Not Complied
1	Infrastructure Related		
1.1	The solution should be offered on hosted model with capability of processing minimum 2 Lakh number of transactions per day exclusively for Indian Bank and the RRBs sponsored by Indian Bank and should be scalable to process up to 3 Lakh transactions per day. One transaction refers to Generation of 1 OTP and its verification.		
1.2	The solution should be hosted in bidder's own Data Centre or co-hosted Data Centre in India, with a fully functional DR centre in another city in India. Bidder to specify the locations of Primary DC & DR Site.	Primary DC: DR:	
	Owned / Co-hosted?		
1.3	The Primary data centre and DR centre should be ISO 27001 certified currently and throughout the contract period.		
1.4	The offered ACS solution should be PA-DSS & PCI-DSS certified currently and throughout the contract period..		
1.5	Successful bidder needs to establish network connectivity through leased lines of minimum 2 Mbps with the Bank's Data Centre (Chennai). Leased line should have primary and back-up links from 2 different service providers. The costs for such connectivity from the Bidders centre to the Bank's Data Centre at Chennai have to be borne by the successful Bidder. The network devices at Bank's data Centre / DR site will be provided by the Bank.		
1.6	The successful bidder should be responsible for monitoring the links 24 x 7 x 365 basis at Bidder's NOC.		
1.7	Successful Bidder should upgrade the bandwidth at no cost to the Bank when the average transaction volume per day during the 3 months increases by 60% from that of the first 3 months of the service.		
1.8	It will be the responsibility of the successful bidder to establish and maintain direct & redundant network links with the Card Association networks such as MasterCard, RuPay and Visa as per the specifications of these Card Associations.		
1.9	Bidders should have necessary arrangement with multiple SMS Gateway & E-mail Service Providers to send OTP to cardholders during transactions. Both the gateways should be active always. Alls messages to should be sent to Primary gateway first and in case of any issue with Primary gateway, messages should be resent to the secondary gateway. Bidders to mention the names of	SMS: 1) 2) E-mail: 1)	



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Indian Bank

CO: Digital Banking Department

REF: CO: DBD: RFP: 595/R1: 2018-19

Dated 21.08.2018

SI No	Requirement	Specification offered	Mention Complied / Not Complied
	SMS & E-mail gateway providers engaged by them. Bidders to mention the names of SMS & E-mail gateway providers engaged by them.	2)	
1.10	Successful bidder should implement an online interface with Bank's EFT Switch, Middleware, Credit Card Host and Debit card management system for fetching the cardholder's mobile number in case the mobile number is not available in successful bidder's data base or when the cardholder wants to receive OTP in his latest mobile no. updated in Bank's data base, but not updated in successful bidder's database.		
1.11	The Bidder shall carry out proactive monitoring and capacity planning and upgradation at regular intervals and inform the Bank on upgrades. However, there should not be any cost to the Bank for any upgrades / changes carried out at Bidder's end.		
1.12	Successful bidder should carry out upgradation of infrastructure and customizations in the software solution as and when required by regulatory authorities (RBI & Government of India) and the card associations (MasterCard, NPCI & Visa)		
1.13	Successful bidder should ensure implementation and maintenance of all industry best practices and stringent data security related to services provided under this RFP.		
1.14	Successful bidder should conduct DR Drill activity twice a year to ensure business continuity and uninterrupted services to the Bank.		
1.15	The successful bidder should get the ACS solution and facilities audit from time to time as per the requirements of the Bank, VISA, Master Card, NPCI, Reserve Bank of India and / or any other statutory body, wherever applicable. Cost of such audit should be borne by the Successful Bidder throughout the contract period. Copies of such audit / compliance reports should be submitted to the Bank on demand.		
2	Migration of Cardholder Data		
2.1	The Bidder should migrate / integrate the existing cardholder data (Card number, mobile number, E-mail ID and / or other relevant Information required for processing the transaction) of the Bank from the Bank's data base.		
2.2	The Bidder should ensure that the security and integrity of the data being migrated is maintained and no data loss occurs.		
2.3	The cost for migration of the data shall be borne by the Bidder. No charges towards one time setup and implementation fee will be paid by the Bank during the migration.		



Sl No	Requirement	Specification offered	Mention Complied / Not Complied
3	Transaction Processing		
3.1	The offered ACS solution should support all variants (debit/credit/prepaid cards) and brands (Visa / MasterCard/ RuPay) issued by the Indian Bank and the RRBs sponsored by Indian Bank (Pallavan Grama Bank, Pudukkottai Bharathiar Grama Bank and Saptagiri Grama Bank).		
3.2	The offered ACS solution should support both OTP based authentication (Dynamic OTP) and static password based authentication based on BIN range provided by the Bank / RRBs. The type of authentication should be configurable based on the card type (Debit/ Credit / Prepaid) or BIN range communicated by the Bank.		
3.3	The offered ACS solution should have a provision to send OTP to registered e-mail ID of the card holder if the "OTP through mail" option is enabled for a particular card.		
3.4	The offered ACS solution should have a provision to send OTP to international mobile number of the card holder if the "OTP through international SMS" option is enabled for a particular card.		
3.5	OTPs should be sent only to Mobile / Only to E-mail / To Both Mobile & E-mail, based on the option selected by the customer while submitting the request for enabling "OTP through mail" option.		
3.6	If the card number or mobile number is not available in the data base of the successful bidder, ACS should try to fetch the same from Bank's data base / credit card data base through the interface implemented by the successful bidder for this purpose.		
3.7	Once card number and mobile number are retrieved, ACS should generate the OTP and send to the registered mobile number immediately.		
3.8	After generating the OTP and sending to registered mobile number, ACS should display the masked registered mobile number in the authentication page for the cardholder's information and prompt for entering the OTP.		
3.9	There should be an option in the OTP entry screen for cardholder to inform that his mobile no. has been changed and updated with the bank. Once the cardholder clicks this option, ACS should query Bank's data base / credit card data base and proceed as per 3.10 below:		
3.10	If a new number is retrieved, ACS should generate the OTP and send to the retrieved new mobile number. If no mobile number is retrieved from the bank, error message should be displayed advising the customer to contact the Bank.		
3.11	Authentication page should have an option to regenerate the OTP in case the OTP is not received by the customer within the specified time.		

SI No	Requirement	Specification offered	Mention Complied / Not Complied
3.12	OTP should be expired if used once within the active time.		
3.13	Each OTP should have a validity period and the same should be parameterizable.	Default Value:	
3.14	For static registration, ACS should provide a website where the cardholder can visit and register for the static password authentication. Additionally, registration option should be provided during the first transaction of the card if the BIN range is configured for static password authentication.		
3.15	Registration & Re-registration (Forgot Password) should be based on the authentication of card number, expiry date and ATM PIN and OTP. Validation to authenticate the card holder and on successful authentication, should allow the card holder to set his static password as per the rules of the card association (MasterCard, Visa and RuPay).		
3.16	ACS should send alert messages to the card holder for each successful registration & validation of static password.		
3.17	The ACS solution should soft block and hard block the cards if wrong password / OTP is entered by the card holder 3 times. The criteria for soft blocking & hard blocking should be parameterizable.		
3.18	Soft blocked cards should be unblocked at a pre-defined configurable time. Hard blocked cards should be unblocked through ACS Portal only.		
3.19	IVR transactions should be authenticated with OTP only.		
3.20	After the authentication, ACS should send the response to card scheme network or acquiring Bank as per the process flow of the card scheme for further authentication through Bank.		
3.21	The offered ACS solution should enable CAPTCHA authentication as and when required by the Bank without any additional cost to the Bank.		
4	ACS Portal for Bank's Use		
4.1	Successful bidder should provide an online portal to the Bank for performing various activities such as (i) Cardholder enquiry (ii) Transaction enquiry (iii) Addition / deletion of cardholders (iv) Updation of mobile Nos. & E-mail ID (v) Enabling OTP through E-mail option (vi) Enabling OTP to international mobile number (vii) Blocking / unblocking cards (viii) Generating transaction reports BIN wise, card wise, and date wise. (ix) Monthly MIS for processed transaction count		



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Indian Bank

CO: Digital Banking Department

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Dated 21.08.2018

SI No	Requirement	Specification offered	Mention Complied / Not Complied
	(Successful/ declined), (x) Reports on SMS sent / delivered/ failed etc. (xi) No. of cards unblocked period-wise/variant-wise. (xii) Service unavailability report on monthly basis (xiii) Any other related report required by the Bank (as and when required).		
4.2	The ACS Portal should have facility of bulk uploading of card number, mobile number for OTP generation and authentication.		
4.3	The ACS Portal should support session time outs, connection time outs, account locking after number of failed attempts etc.		
4.4	Successful bidder should create up to 4 users for Indian Bank and 2 users for each RRBs for carrying out the above activities. These users should not have access to any other data or activities.		
4.5	In addition to the above 2 users to be created only for viewing reports. These users should not be able to block / unblock cards and add/delete/modify/upload card numbers and mobile nos.		
4.6	Complete Audit trail and user activity tracking should be available for monitoring the user activities.		
4.7	Successful bidder should ensure that all data, transaction logs, SMS /E-mail logs are stored in servers located within India.		
5	Requirements as per RBI Guidelines on Securing the ecosystem connecting the bank's ATM switch to Card Networks		
5.1	Within 1 month from the date of Going Live, successful bidder should initiate Vulnerability Assessment audit / testing in his DC and DR locations and submit the report to the bank. Any vulnerability noticed should be rectified expeditiously.		
5.2	Vulnerability Assessment audit Information Security Audit should be done once in every year throughout the contract period.		
5.3	All PCs / workstations / laptops in the ecosystem of Successful bidder should be thoroughly scanned for virus/malwares and updated for latest patches, after necessary testing.		
5.4	Necessary controls for preventing zero day attacks should be put in place by the successful bidder to secure the environment, if not already available.		
5.5	Successful bidder shall enable whitelisting of IPs and ports at all end points and monitor the network traffic.		
5.6	Successful bidder shall ensure that no unauthorized service/executable/software is running in the processing platform/gateways/end points/access points. Suitable mechanism should be put in place to monitor the same on a continuous basis.		



Sl No	Requirement	Specification offered	Mention Complied / Not Complied
5.7	Successful bidder shall Restrict remote access to the PCs/workstations/laptops which connects to the critical devices/systems.		
5.8	Access to the critical systems (including switch/processing platform/gateway/end points/access points to connect to the card network) shall be strictly restricted and monitored by the successful bidder.		
5.9	Default credentials (default / trivial/ organization specific/ generic user-ids and passwords) of the applications/systems/devices and systems should be changed/secured by the successful bidder.		
6	Delivery of OTP		
6.1	Delivery of OTP to cardholders via SMS should be as per the TRAI guidelines in effect. Any changes in TRAI / GoI / NPCI guidelines should be implemented immediately without any service disruption and without any cost to the Bank.		
6.2	All SMS messages (OTP) should be considered as "Transactional Messages" and should not be filtered under NDNC (National Do Not Call Registry) while delivering to cardholders.		
6.3	The SMS messages (OTP) should be sent as priority SMS and the OTP should be delivered to the customers' mobile handset within 5 seconds on initiation of an OTP.		



SECTION VI ANNEXURES – Bid Forms and Other Formats

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ANNEXURE-1 BID FORM

(Bidders are required to furnish the Form of Bid)

Date _____

To,

Chief Manager,
Indian Bank,
CO Digital Banking Division,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai 600-014, India.

Sub: Request For Proposal For Selection Of Service Provider For Access Control Server (ACS)
For Online Debit Card & Credit Card Transactions.

Ref Bid Document No. CO: DBD: RFP:595/R12018-19 dated 26/07/2018.

Having examined the Bidding Documents including Addenda Nos. (Insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide ACS solutions for online debit and credit card transactions of Indian Bank and the Regional Rural Banks sponsored by Indian Bank, in conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to deliver the goods /services in accordance with the implementation schedule specified in the Conditions of Contract.

If our bid is accepted, we will obtain Guarantee of a Scheduled Commercial Bank in a sum equivalent to 10% of the Estimated Project Cost (Grand total of Commercial Bid) valid for 40 months for the due performance of the Contract, in the form prescribed by the Bank.

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

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

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

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

We undertake to migrate the existing cardholder data (Card number, mobile number, E-mail ID and / or other relevant information required for processing the transaction) of the Bank from the Bank's data base / existing service provider's database.

We confirm that we comply with the qualification criteria of the bidding documents and are submitting proof of the same along with bid as per the below checklist:



No	Documents to be submitted	Bidder to mention Page No.
1	Authorization letter for signing the bid documents as per the format Annexure 5.	
2	Power of Attorney in the name of the official issuing authorization letter.	
3	Bid security (Earnest Money Deposit)	
4	Demand Draft towards the cost of bid documents. (If not submitted during the pre-bid meeting).	
5	Copy of RFP document with seal & signature on all pages and Annexure	
6	Copy of all Notices and amendments with seal & signature on all pages.	
7	Qualification Application (Annexure 10)	
8	Responses to technical specifications (Section VI of RFP)	
9	Copies of Certification of incorporation / constitution / legal Status / registration of the bidder. (For Eligibility Criteria -1)	
10	Audited balance sheets for 2014-15 (if 2017-18 balance sheet is not available), 2015-16, 2016-17 and 2017-18. (For Eligibility Criteria -2 & 3)	
11	Certificate from a Chartered Accountant to confirm that the turnover and profit provided in the audited balance sheets are solely from the business in India. (For Eligibility Criteria -3)	
12	Proof of ownership for the ACS Application Software; or Manufacturer's Authorization Form in the format enclosed as per Annexure 4 of the RFP. (For Eligibility Criteria - 4)	
13	Copies of purchase orders (all pages) issued by at least 2 scheduled commercial banks in India for currently providing the ACS services for MasterCard, Visa & RuPay card variants and certificates from the same Banks clearly confirming that services by the bidder are satisfactory. (For Criteria - 5)	
14	Details of 2 customers as per Annexure 14 of the RFP for reference.	
15	Copies of authorization / certificates issued by MasterCard, Visa, RuPay, PA-DSS, PCI-DSS and ISO-27001.	
16	Sizing document for capability and scalability of the ACS solution offered.	

Declaration

1. We confirm that we will abide by all the terms and conditions contained in the RFP.
2. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
3. We confirm that this response, for the purpose of short-listing, is valid for a period of 135 days, from the last date for submission of response to RFP.





CO: Digital Banking Department
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Dated 21.08.2018

4. We have noted the contents of the RFP and we confirm that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Dated this day of 201.....

.....
Signature

.....
(In the Capacity of)

Duly authorised to sign bid for and on behalf of

Name

Mobile No.....

Email Address.....



ANNEXURE 2. FORMAT OF AUTHORIZATION FOR SUBMITTING THE BID

Dated: / /2018

Assistant General Manager
Indian Bank,
Corporate Office, Expenditure Department
No-254-260, Avvai Shanmugham Salai,
Chennai, PIN 600 014, India.

Dear Sir,

Sub Request for Proposal for Selection of Service Provider for Access Control Server (ACS) for online debit card & credit card transactions.

Ref RFP No. CO:DBD:RFP:595/R1/2018-19 dated 21.08.2018

This has reference to your RFP for for Selection of Service Provider for Access Control Server (ACS) for online debit card & credit card transactions with Three years Contract Period, Mr/Mrs/Miss _____ is hereby authorized to submit the bid documents, to submit on-line-sealed bid, to participate in reverse auction and to sign the contract on behalf of our organization for all the services required by the bank as called for vide the bank's request for proposal vide RFP No.CO:DBD:ATM:595/R1: 2018-19 dated 21.08.2018 on behalf of our organization. We confirm that the person so authorized above **has digital signatures (with encryption facility)** in company name and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorized to take decisions on behalf of the company till RFP process is completed.

Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative_____
Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. It should be included by the Bidder in its bid.

2. The details of Digital Signatures are as below:

Sl. No.	Name of the Person Email Address & Contact No.	Digital Signature Number (Class 3)	Certifying Agency	Valid up to



ANNEXURE 3: COMMERCIAL BID**(To be submitted as per the format after the completion of online reverse auction only)****COMMERCIAL BID FOR SUPPLY, INSTALLATION & MAINTENANCE OF TERMINAL SECURITY SOLUTION FOR ATMs & CASH RECYCLERS**

Assistant General Manager
Indian Bank, Corporate Office,
Digital Banking Division
No-254-260, Avvai Shanmugham Salai,
Chennai, PIN 600 014, India.

Dear Sir,

Sub: Request for Proposal for Selection of Service Provider for Access Control Server (ACS) for online debit card & credit card transactions.

Ref: Bid document No. CO: DBD: RFP: 595/R12018-19 dated 21.08.2018

Referring to your above letter calling for quotations, we submit hereunder the price bid for providing Access Control Server Solution for the specifications given in Section IV of the bid document.

(Amount in Rs.)

Sl. No	Description	Quantity (For Evaluation Purpose Only) (A)	Unit Price (B) Rs.	Total Price (C=A * B) Rs.
1	Cost of Online transaction authentication through ACS service	10,00,00,000		
2	Cost of sending domestic SMS	11,90,00,000		
3	Cost of sending E-mail	10,00,000		
4	Cost of sending international SMS	10,00,000		
Grand Total (Taxes Extra)				

Grand Total in Words:

*Prices quoted are:

- Inclusive of all costs, levies, insurance, freight, warranty, AMC, charges for incidental services and installation charges etc and Exclusive of applicable GST.
- Applicable TDS, if any, will be deducted from the payment.

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

For**(Authorised Signatory) (Seal)**

Place:
Date:
Contact No:

Name:
Designation:
E-mail ID:

ANNEXURE-4 MANUFACTURER'S AUTHORIZATION FORM

Note This authorization letter should be printed on the letterhead of all the Original Equipment Manufacturer (OEM) and should be signed by a competent person having the power of attorney to bind the manufacturer.

RFP Reference No.

Date

To,

Chief Manager,
Indian Bank, Corporate Office,
Digital Banking Department,
254-260, Avvai Shanmugam Salai
Royapettah, Chennai 600 014, India.

Dear Sir,

Sub: Request for Proposal for Selection of Service Provider for Access Control Server (ACS) for online debit card & credit card transactions.

Ref RFP No. CO DBD RFP 595/R12018-19 dated 21.08.2018

We, who are established and reputable manufacturers/ producers of having factories/ development facilities at

(address of factory/ facility) do hereby authorize M/s..... (Name and address of the bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation throughout the contract period. We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We further certify that, in case the Authorized Partner is not able to meet its obligations as per contract during contract period, we, as the OEM, shall perform the said obligations with regard to their items through alternate & acceptable service provider.

Yours faithfully,

(Signature)

Name of Authorized Signatory

Designation

Date

Name and address of the manufacturer

Company Seal



ANNEXURE 5. SELF DECLARATION – BLACKLISTING

Date:

Assistant General Manager
Indian Bank, Corporate Office,
Digital Banking Department,
254-260, Avvai Shanmugam Salai
Royapettah, Chennai 600 014, India.

Dear Sir,

Sub Request for Proposal for Selection of Service Provider for Access Control Server (ACS) for online debit card & credit card transactions.

Ref RFP No. CO:DBD:RFP:595/R12018-19 dated 21.08.2018

We hereby certify that, we have not been blacklisted currently by any Government Dept / Agency, PSU / PSB / Financial Institution.

Signature of Authorized Official

Name and Designation with Office Seal

Place

Date



ANNEXURE 6 - BID SECURITY FORM

Whereas.....(Hereinafter called "the Bidder") who intends to submit bid against RFP No.CO:DBD:RFP:595/R12018-19 Dt. 21.08.2018 of Indian Bank for for Selection of Service Provider for Access Control Server (ACS) for online debit card & credit card transactions" (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We..... (Name of Bank) of India (Name of Country), having our Registered Office at (address of Bank) are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Purchaser (Indian Bank), the Bank binds itself, its successors, and assigns by these presents.

The Conditions of this obligation are:

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

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

This guarantee will remain in force up to 45 days after the period of the bid validity and any demand in respect thereof should reach the Bank not later than _____.

(Signature of the Authorized Official of Bank)

- NOTE 1.** Bidder should ensure that the seal and Code No. of the signatory is put by the bankers, before submission of the Bank Guarantee.
2. Bank Guarantee issued by Banks located in India shall be on a Non-Judicial Stamp Paper of requisite value.



ANNEXURE - 7 PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date

To
INDIAN BANK,
CHENNAI,

INDIA.

WHEREAS (Name of Selected bidder) hereinafter called "the Selected bidder") has undertaken, in pursuance of Contract No..... dated,..... to provide Access Control Server(ACS) solutions for online debit and credit card transactions (Description of Service) (hereinafter called "the Contract") to you.

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

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee

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

This guarantee is valid until theday of.....201.....and claim period is upto

Signature of Authorized Official with Seal

Date.....201..

Address.....

.....

NOTE

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





इंडियन बैंक
Indian Bank

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Dated 21.08.2018

ANNEXURE – 8 PRE-BID QUERY FORMAT

Sl No	RFP Point No/Title	Page No in RFP	Details Provided in RFP	Query / Changes Requested



ANNEXURE 9 - QUALIFICATION APPLICATION

All the bidders submitting their bids against this bid for any or all items must submit the qualification application along with the information in the following formats together with the relevant documentation:

FINANCIAL BUSINESS AND TECHNICAL CAPABILITY

1. Name and address of Bidder:
2. Annual turnover of the bidder from business in India:
 - (a) For FY 2014-15:
 - (b) For FY 2014-16:
 - (c) For FY 2016-17:
 - (d) For FY 2017-18:
 - (e) Average for the last 3 FYs:
3. Date of commencement of business in India:
4. Details of purchase order received before 01.08.2015 for supply and implementation of any software solution for banking terminals (ATM / BNA / Kiosks) under OPEX / CAPEX model:
 - (a) Client's Name:
 - (b) PO date:
 - (c) Scope of services:
5. Profit of the bidder from business in India (Auditor certificate to be enclosed):
 - (a) For FY 2014-15:
 - (b) For FY 2015-16:
 - (c) For FY 2016-17:
 - (d) For FY 2017-18
6. Name of the ACS Software used by the Bidder:
 - (a) Owned by the bidder:
 - (b) Owned by bidder's partners:
7. Details of purchase orders issued by at least 2 scheduled commercial banks in India.

Bank's Name				
PO date				
Certificate Date				
Card Variants				



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8. Details of bid security submitted:

- (a) Bank's name:
- (b) Date of issuance:
- (c) Amount:
- (d) Valid up to:

9. Details of PCI- DSS, PA-DSS and ISO 27001 Certificates:



ANNEXURE-10 CONTRACT FORM

THIS AGREEMENT made theday of....., 2018 Between Indian Bank, having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai 600 014 (hereinafter "the Purchaser") of the one part and (Name of Supplier) having its Registered Office at (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of (Contract Price in Words and Figures) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the Conditions of Contract;
 - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

SL. NO.	BRIEF DESCRIPTION OF SERVICES	UNIT PRICE
1	Online transaction authentication through ACS service	
2	Sending OTP through domestic SMS	
3	Sending OTP through E-mail	
4	Sending OTP through international SMS	



DELIVERY SCHEDULE:

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

Signed, Sealed and Delivered by the

said..... (For Indian Bank)

In the presence of:.....

Signed, Sealed and Delivered by the

said (For the Supplier)

In the presence of:.....



ANNEXURE 11: NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of.....201.. between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at No.254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

AND

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

WHEREAS

The Bank is interalia engaged in the business of banking and has placed order for Providing Access Control Server (ACS) solutions for online debit and credit card transactions vide purchase order No._____ dated _____.

M/s. Limited has been engaged in the business of _____

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

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

1. Confidential information

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

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

2. Use of Confidential Information

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

The receiving party shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from, to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to and knowledge of the confidential information solely for the purpose authorized above. The Receiving Party may disclose confidential information to consultants only if the consultant has executed non-disclosure agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these and such consultant should also be liable to



the original disclosing party for any unauthorized use or disclosure. The Receiving party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure.

The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing party's confidential information in violation of the terms of this Agreement.

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

3. Exemptions

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that
Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality

Is or becomes publicly known through no unauthorized act of the Receiving party

Is rightfully received from a third party without restriction and without breach of this agreement

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

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

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

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

4. Term

This agreement shall be effective from the date of the execution of this agreement and shall continue till expiration or termination of this agreement due to cessation of the business relationship between the parties. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof.

The obligations of the receiving party respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.



5. Title and Proprietary rights

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

6. Return of confidential information

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

7. Remedies

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

8. Entire agreement

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

9. Severability

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

10. Dispute resolution mechanism

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

11. Jurisdiction

The parties to this agreement shall submit to the jurisdiction of courts of law in Chennai.





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Indian Bank

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Dated 21.08.2018

12. Governing laws

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

In witness whereof, the parties hereto have set their hands through their Authorized signatory.



ANNEXURE-12 Contact details of 2 customers for reference





इंडियन बैंक
Indian Bank

CO: Digital Banking Department

REF: CO: DBD: RFP: 595/R1: 2018-19

Dated 21.08.2018

ANNEXURE-13 Details of Capacity and Scalability sizing of the ACS solution

