

REQUEST FOR PROPOSAL (RFP)
FOR
IMPLEMENTING TOKENIZATION OF DEBIT CARD NUMBERS STORED IN HP
NON STOP SERVER DATA BASE

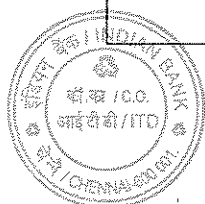
Pre-Bid Meeting	31/12/2019 at 11:00 AM
Last Date for receipt of bids	14/01/2020 at 03:00 PM
Date and time of opening Technical bids	14/01/2020 at 03:30 PM



**INFORMATION TECHNOLOGY DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
254-260, AVVAI SHANMUGAM SALAI, ROYAPETTAH,
CHENNAI – 600014**

SCHEDULE

1)	Tender Reference Number and Date	RFP No. CO/DBD/ATM/932/R1/2019-20 dated 23/12/2019
2)	Last date for seeking Pre-bid clarifications/ queries through email @ vinodh.v@indianbank.co.in jaseel.pc@indianbank.co.in	28/12/2019 by 5:00 PM
3)	Pre Bid meeting	31/12/2019 at 11:00 AM
4)	Last Date & Time for submission of Bids in Online & Offline Mode	14/01/2020 at 03:00 PM Address for Physical Submission Chief Manager Indian Bank, Corporate Office, Expenditure Department, First Floor, A Wing 254-260, Avvai Shanmugam Salai, Royapettah, Chennai, Pin 600 014
5)	Documents to be submitted Online	a. Eligibility Criteria, along with all supporting documents required. b. All Annexure as per this tender on Bidder's letter head with authorizing person's signature and Bidder seal on all pages. c. All supporting documents and product literature in support of Technical specifications. d. Relevant brochures f. Compliance to Technical Specifications as per Section VI. g. Any other information sought by the Bank with relevant to this tender
6)	Documents to be submitted physically by Bidders (Offline Mode)	1. Earnest Money Deposit/Bid Security 2. DD towards Cost of bid document Note: Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for claiming exemption for Point No. 1 & 2
7)	Earnest Money Deposit/Bid Security	Rs.15,00,000/- (Rupees Fifteen Lakhs only) valid for 135 days from the last date of submission of bid in the form of Bank Guarantee issued by a scheduled



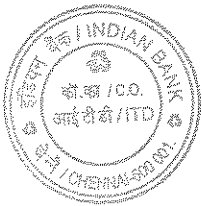
		commercial Bank located in India other than Indian Bank. (Mode of Submission: Offline)
8)	RFP Cost	Non-refundable Rs.5,000/- in the form of DD favouring "Indian Bank". (Mode of submission: Offline)
9)	Date of opening of Technical (Part I) Bids (Online & Offline) & Conformity to Eligibility Criteria	14/01/2020 at 03:30 PM Indian Bank 254-260, Avvai Shanmugam Salai Royapettah Chennai – 600 014
10)	Date of Online Reverse Auction (Part II)	Will be intimated after technical evaluation of the bids submitted.
11)	Online Bid Submission Details	This RFP will follow e-Procurement (e-Tendering) process and the same will be conducted by Bank's authorized e-Procurement service provider M/s Nextenders (India) Pvt. Ltd. through website https:// indianbankeprocure.etenders.in

This RFP document can be downloaded from the website: <https://www.indianbank.in> and <https://indianbankeprocure.etenders.in>. Clarifications, Modifications and Date of Extensions, if any, will also be posted on the same website and paper publication will be done for the same.



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SECTION – I**INVITATION FOR BIDS (IFB)**

1. Indian Bank, a premier Nationalised Bank having its Corporate Office at 254-260, Avvai Shanmugam Salai, Royapettah, Chennai – 600 014, has national presence in more than **2837** locations and international presence in Singapore and Srilanka. It has been serving the nation with a team of dedicated staff for more than 111 years. The Bank is engaged in diversified banking activities. The Bank is also a pioneer in introducing the latest technology in Banking including introduction of ATMs/ Cash Recyclers etc. The Bank has installed more than 2821 ATMs/CDs and 1155 Cash Recyclers (BNAs) till date.
2. The Bank invites bids from eligible bidders for implementing tokenization of debit card numbers stored in HP Non Stop Server Data Base through e-tendering mode. Technical specifications are provided in the technical bid of this bid document.
3. The cost of the bid document is Rs.5,000/-(Rupees five thousand only). The amount has to be paid by way of a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. Cost of bid documents should be paid at the time of pre-bid meeting. Bidders who do not attend the pre-bid meeting can submit the DD on the date of submission of bid (offline mode under schedule 5 & 6).

Further information can be had from the Bank at the address given below from 10.00 to 17.00 hours on all working days.

**Digital Banking Division,
Indian Bank, Head Office, 2nd floor,
66, Rajaji Salai, Chennai-600001
Phone Nos. 044-25269708/044-25269723**

**e-mail: vinodh.v@indianbank.co.in
jaseel.pc@indianbank.co.in**

4. Bidders should enroll/register before participating through website - <https://indianbankeprocure.etenders.in>. Bids have to be submitted online only at the above mentioned website. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Any other documents sent by any other mode will not be accepted except for the documents asked to be submitted physically by bidders (Offline Mode) mentioned under schedule 6) of this tender.

5. Part I contains compliance details of the specifications for which quotation is called for. No column shall be left blank or altered. The bidders should also submit their indicative commercial bids as sought in the e-tendering system. The indicative commercials provided by the bidder during e-tendering process will be considered as online sealed bid. The indicative commercial bid of the technically qualified bidders will be opened by Bank Officials on the date of online reverse auction.



6. Part II – Commercial will be called through Online Reverse Auction Process. After technical evaluation, intimation will be given to all qualifying bidders about the date and time of reverse auction. Part II price breakup details to be submitted after online reverse auction process.

7. Part I to be uploaded online duly signed by the Authorized Signatory under the seal of the company in every page. Any correction should be authenticated by the same signatory. If insufficient or false information is furnished and/or if there is any deviation or non-compliance of the stipulated terms and conditions, the quotations will be liable for rejection. The price quoted should be unconditional and should not contain any strings attached thereto. Quotes, which do not conform to our specifications, will be liable for rejection and offers with a higher configuration will not attract any special consideration in deciding the vendor.

8. All envelopes which are submitted offline should be securely sealed and stamped and shall be submitted in a single sealed envelope duly super-scribing the envelope with the reference number of this RFQ, due date, name of the Bidder, Offer reference number etc. and addressed to,

**THE CHIEF MANAGER,
EXPENDITURE DEPARTMENT,
INDIAN BANK, CORPORATE OFFICE,
No. 254-260, AVVAI SHANMUGAM SALAI
ROYAPETTAH, CHENNAI - 600 014,**

and dropped in the box provided at the above address after noting the details in the register maintained at the Expenditure Department, so as to reach them within the time stipulated as above (i.e 15.00 hours on 14/01/2020). The Technical quotations will be opened at 15:30 Hrs on 14/01/2020.

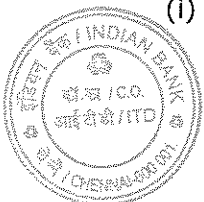
9. Bank has the right to accept or reject any quotation/cancel the e-tender at its sole discretion without assigning any reason thereof.

10. The condition of prior turnover and prior experience may be relaxed for Start-ups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017).

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

12. Please note that

- (i) The cost of preparing the bids, including visit / visits to the Bank is not reimbursable.



- (ii) The Bank is not bound to accept any of the bids submitted and the bank has the right to reject any/all bid/s or cancel the tender without assigning any reason therefor.
- (iii) Bank reserves the right to negotiate with the lowest quoted bidder (L1 bidder) for further reduction in price under exceptional circumstances.
- (iv) All pages of the Bid document, Clarifications/Amendments if any should be sealed and signed by the Authorized Signatory and kept with technical bid. A certificate to the effect that the Authorized Signatory has authority to bind the company should also be attached along with the technical bid.

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



SECTION – II

DESCRIPTION AND GUIDELINES

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1. ELIGIBILITY CRITERIA FOR BIDDERS

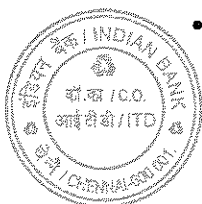
S.No.	Eligibility Criteria	Documents Required
1	The Bidder should be a registered company in India (as per Indian Companies Act, 1956 or Indian Companies Act, 2013) and should have minimum 3 years of experience as on 30th September, 2019 in providing/implementing card tokenization solution.	(a) Copy of certificate of incorporation and certificate of commencement of business in case of public limited company. (b) Copy of certificate of incorporation in case of private limited companies issued by Registrar of companies. (c) Purchase Order received from a customer prior to 30th September, 2016.
2	The bidder should be an Original Equipment Manufacturer (OEM) of the application tokenization software solution or an authorized partner/distributor of the software offered in India.	(a) If the bidder is authorized partner/distributor, Manufacturers' Authorization Form is to be produced. (b) If the bidder is an Original Equipment Manufacturer (OEM), an undertaking letter has to be submitted.
3	The Bidder should be Net profit earning organization in the last three (3) financial years, i.e.(2016-17, 2017-18 & 2018-19)	(a) Copies of audited Balance Sheet and Certificate from the Chartered Accountant for preceding three financial years have to be produced.
4	The Annual turnover should be more than Rs.50 Crores in last three (3) financial years, i.e. (2016-17, 2017-18 & 2018-19)	(a) Copies of audited Balance Sheet and Certificate from the Chartered Accountant for preceding three financial years have to be produced.
5	The Bidder should not have been blacklisted currently by any Government Department/PSU/Financial Institutions.	(a) The bidder should provide self-declaration as per format provided in RFP.
6	The bidder should have implemented the Tokenization solution in BASE 24 – HP Non-Stop server in at least two (2) Institutions.	(a) The bidder must produce purchase order/ reference letter from their customer duly mentioning the solution name.

Bids, which are not meeting the above criteria, will be liable for rejection.

2. SCOPE OF WORK

Below are the high level scope work / Responsibilities of the successful bidder:

- Tokenization of card numbers stored in Transaction Log Files.
- Tokenization of card numbers in card data files.



- De-tokenization of card number during replication of data and transactions from primary server to DR server.
- De-tokenization of card number while generating transaction reconciliation reports.
- De-tokenization of card number while retrieving data from database by selected users having high privilege.
- Tokenization of card number in audit log based on feasibility.

3. TIME FRAME FOR COMPLETION OF THE PROJECT

The entire assignment has to be completed in accordance with the timeline mentioned below:

No	Deliverable	Time line for Completion (for DC Site)	Time line for Completion (for DR)	Penalty for Delay (Applicable GST extra)
1	Delivery of license and software package for both primary DC & DR site	3 Weeks from the date of receipt of Purchase Order.	3 Weeks from the date of receipt of Purchase Order.	N.A
2	Software Installation, configuration and completion of UAT at bank's location	8 Weeks from the date of receipt of Purchase Order.	8 Weeks from the date of receipt of Purchase Order.	0.5% of the cost of the delayed items per week or part thereof, up to a maximum deduction of 10%.

a) Once the Liquidated Damages for any of the above activities reaches the maximum deduction of 10%, Bank may consider termination of the contract.

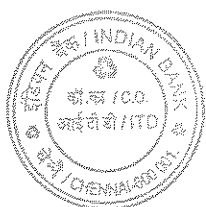
b) If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Bank shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

c) If the delay is due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of LD.



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1. Introduction

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

2. Pre-bid Meeting

- a. A pre-bid meeting is scheduled to be held at the following address at 11.00 hours IST on **31/12/2019**. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting.

**Digital Banking Division,
Indian Bank, Head Office 2nd floor,
66, Rajaji Salai, Chennai – 600001
Phone Nos. 044-25269708/044-25269723**

In case the Probable Bidder wants to participate in the Pre-bid Meeting to be held on the date specified in this bid, they should register themselves with the Bank by paying the cost of bid document i.e Rs.5,000/- (non-refundable) by way of Demand Draft in favour of Indian Bank payable at Chennai. Only those Bidders or their Representatives (Maximum 2 persons) who have paid the cost of bid document will be allowed to participate in the pre-bid meeting.

DD has to be submitted offline i.e. physically to the address mentioned under schedule 5) of this tender (And Scanned copy of DDs to be uploaded at the time of online submission of Bid). Bidders are requested to write their name and full address at the back of the Demand draft submitted.

Such Bidders who have not chose to attend the pre bid meeting are required to submit the DD for cost of Bid Document through offline mode (schedule 8) apart from uploading the scanned DD document during e-tendering.

- 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 at least two days before the date of meeting to the following email ids:

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

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



3. Amendment of bidding documents

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

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

4. Documents constituting the bid

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

- 4.1 Demand draft for cost of bid document. (Copy of DD to be submitted, if Demand draft is submitted during pre-bid meeting)
- 4.2 Bid security (Earnest Money Deposit)
- 4.3 Technical Bid

In addition to the Hard copy of the documents, a soft copy of the technical bid is also to be submitted. Commercial Bid to be submitted by successful bidder after completion of online reverse auction.

Any bid document not accompanied by any of the above are liable for rejection.

A. TECHNICAL BID

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

For submitting Technical bid, bidders shall use the original section VI – format 1 published by the Bank as part of the RFP, which contains Bank's seal.

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

Note: All the documents and certificates as per Section VI – formats 1 to 10 should be submitted along with the technical bid.

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

B. FINANCIAL BID – Breakup details as per format to be submitted by successful bidder after reverse auction.

- i) The price should be quoted in the format attached to this RFP (Format-7 in section-VI)
- ii) The price should be firm and not dependent on any variable factors.
- iii) The final price quoted in the bid should be inclusive of all costs, levies, insurance, freight, warranty, AMC, Charges for incidental services and implementation charges etc and exclusive of applicable GST.



- iv) No price variation will be accepted for increases in customs/excise duty, other taxes, and foreign exchange rate variation or for any other reasons.
- v) However, any decrease in Government levies, customs, and taxes till the date of invoice have to be passed on to the Bank.
- vi) Cost must be expressed in Indian Rupees.
- vii) TDS as per rules, if applicable, will be deducted from the amount quoted.
- viii) No commercial information shall be furnished during submission of technical bids.**
- ix) The bidder should have valid digital certificate to participate in the online reverse auction.**

5. Bid Security (Earnest Money Deposit)

- The Bidder should upload at the time of online submission of Bid, as part of its bid, a bid security in the form of a bank guarantee issued by a Scheduled Commercial Bank located in India (other than Indian Bank), in the form provided in the Bidding Documents (format-3 in Section VI) for a sum of Rs.15,00,000/- and valid for 135 days from the last date for submission of Bid. Bank may seek extension of Bank Guarantee, if required.
- Unsuccessful Bidders' Bid Security will be discharged or returned.
- The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract and furnishing the performance security.
- The bid security may be forfeited if :
 - 1. If a Bidder withdraws its bid during the period of bid validity
 - or
 - 2. In the case of a successful Bidder, if the Bidder fails to sign the Contract within the specified time from the date of issue of purchase order, or to furnish performance security.

6. Period of validity of bids

Bids should remain valid for the period of **90 days** from the last date for submission of bid prescribed by the Bank. A bid valid for a shorter period shall be rejected by the Bank as non-responsive. Bank may seek extension of bid validity period, if required.

7. Format and signing of Bid

- All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the Bid.

8. Sealing and marking of Bids

The Bidder shall seal the bid in envelope, duly marking the envelopes as **"Implementing tokenization of debit card numbers stored in HP Non Stop Server Data Base - PART I (Technical Bid)"**.

- The sealed outer envelope shall be addressed to the Bank at the address given below and to be dropped in the box provided at below address.



**Indian Bank,
Corporate Office,
Expenditure Department, First Floor,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, Pin 600 014**

bear the name '**Implementing tokenization of debit card numbers stored in HP Non Stop Server Data Base - PART I (Technical Bid)**' and a statement: "**DO NOT OPEN BEFORE 14/01/2020**", to be delivered within the time and the date specified below.

9. Deadline for submission of Bid

Deadline for bid submission is : **14/01/2020- 15.00 hours**

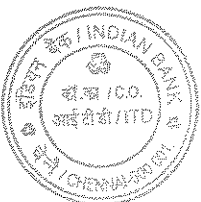
- Deadline for bid submission is: **14/01/2020- 15.00 hours**. The bid document along with required enclosures should be submitted either in person or it can be sent by post but it should reach the concerned office on or before **15:00 hrs on 14/01/2020**.
- In the event of the specified date for the 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.
- 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.
- Any bid received by the Bank after the deadline for submission of bids prescribed by the Bank will be rejected and returned unopened to the Bidder.

10. Opening of bids by Bank

- The Bank will open the Part I of the bid (Technical bid) in the presence of officers authorised for the purpose and bidders' representatives at **15:30 hours on 14/01/2020**.
- Bank shall call the commercial bids through Reverse Auction. Advance intimation will be given to all qualifying bidders of commercial bid about the date and time of reverse auction.
- 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 for late bids, which shall be returned unopened to the Bidder.

11. Clarification of Bids

During evaluation of the bids, the Bank may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.



12. Evaluation and Comparison of bids**12.1 General Evaluation**

- 12.1.1 The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 12.1.2 The Bank may waive any minor informality, non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the eligibility of any Bidder.
- 12.1.3 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 Bidding Documents without material deviations.

12.2 Technical evaluation

The bidder should satisfy all the qualification criteria mentioned in format 1 of Section II of this bid and technical specifications as per format 1 of section VI.

12.3 Commercial evaluation

- 12.3.1 Commercial evaluation will be done through online reverse auction. After technical evaluation, only the eligible Bidders will be communicated of the date and time of the online reverse auction process, business rules for the auction and the details of the agency who shall conduct the reverse auction. The bidder should have valid digital certificates to participate in the online reverse auction.
- 12.3.2 The prices shall be quoted in Indian Rupee only
- 12.3.3 The rates quoted during online reverse auction shall include all costs, levies, insurance, freight, warranty, AMC, Charges for incidental services and implementation charges etc and exclusive of applicable GST.
- 12.3.4 Applicable TDS, if any, will be deducted from the payment.

13. 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, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders.

14. Liabilities of Bank

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



15. Bid Proposal and Ownership

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

16. Bid Pricing Information

By submitting a signed bid, the Bidder certifies that the Bidder has arrived at the prices in its bid without agreement with any other bidder of this RFP for the purpose of restricting competition. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP. No attempt by the Bidder, to induce any other bidder to submit or not to submit a bid for restricting competition, has occurred.

17. Disclaimer

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

18. Negotiation

The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.

19. Signing of Contract

Within 15 (fifteen) days of acceptance of the Purchase Order, the successful Bidder(s) shall sign and date the Contract and return it to the Bank (Format- 4 in section VI). Acceptance of purchase order should be submitted within 15 days from the date of issue of purchase order.

"Also a Service Level agreement shall be entered into, which will contain the service related clauses of the RFP, such as uptime requirements, down time penalty, termination, settlement of disputes etc."

20. Performance Security

- Within 15 (fifteen) days of the acceptance of purchase order issued for the project by the Bank, the successful Bidder(s) shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents (format -5 in Section VI) for 10 % of the contract amount valid for a period of 60 months from the date of issuing the purchase order with an additional 3 months claim period, in the form of a Bank Guarantee.
- The performance security submitted by the successful bidder(s) shall be invoked by the Bank as compensation for any loss resulting from the successful bidder's failure in completing their obligations under the Contract.



- Failure of the successful Bidder(s) to comply with the requirement of signing of contract and performance Security shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security, in which event the Bank may call for new bids(re-tender).
- The performance security will be discharged by the Bank and returned to the Successful bidder(s) not later than thirty (30) days following the date of completion of the Successful bidder's performance obligations under the Contract.

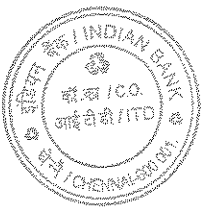
21. License terms and conditions:

Bank reserves the rights to migrate to the new HP Non Stop server and hence the Successful bidder should be able to install the same software license at no cost under the same contract.



SECTION IV**CONDITIONS OF CONTRACT****Table of Contents**

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1. DEFINITIONS

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

- a) **"The Contract"** means the agreement entered into between the Bank and the Supplier, 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 Supplier 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 Supplier is required to supply to the Bank under the Contract;
- d) **"The Services"** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as grouting, installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract;
- e) **"The Purchaser"** means Indian Bank.
- f) **"Bank"** where applicable, means Indian Bank
- g) **"The Supplier"** means the individual or firm supplying the Goods and Services under this Contract.

1.2 Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India. Any dispute arising out of this contract will be under the jurisdiction of Courts of Law in Chennai.

1.3 Language

The contract has been executed in English which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the contract.

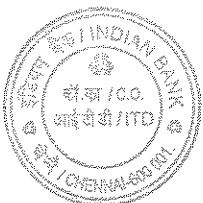
1.4 Address for communication

The address of the Bank is:

**Digital Banking Division
Indian Bank, Head office, 2nd floor,
66, Rajaji Salai, Chennai -600001
Phone Nos. 044-25269708/044-25269723
e-mail : vinodh.v@indianbank.co.in
jaseel.pc@indianbank.co.in**

1.5 Notices

Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, courier or facsimile to such party at the address specified above.



2. OBLIGATIONS OF THE BIDDERS**2.1. Confidentiality**

The bidder 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.

2.2. Reporting obligations

The bidder shall submit to the client the reports and other accounts specified in deliverables within the time limit set forth.

2.3. Documents prepared by the bidder for this purpose to be the property of the Bank

All plans, drawings, specifications, designs, reports and other documents submitted by the bidder shall become and remain the property of the Bank and the bidder shall, upon termination or expiration of this contract, deliver all such documents to the Bank together with a detailed inventory thereof. The bidder may retain a copy of such documents.

The bidder shall not use these documents for purposes unrelated to this contract without the prior written approval of the Bank.

3. USE OF CONTRACT DOCUMENTS AND INFORMATION

3.1. The Successful bidder(s) shall not, without the Bank'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 Bank in connection therewith, to any person other than a person employed by the Successful bidder(s) 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.

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

4. PAYMENT TERMS

(i) 80% of the payment will be released based on the successful delivery of Tokenization software for Production and DR HP Non Stop servers.

(ii) 20% of the payment will be released based on the successful implementation of Tokenization software in Production and DR HP Non Stop servers. (After submission of Certificate of Commissioning of equipment as per format 8 of Section VI)

(iii) AMC Payment will be made half yearly in advance upon submission of Invoice and relevant documents.



Invoices have to be submitted by service provider along with supporting documents to Bank's CO: Digital Banking Division.

(iv) TDS on all payments will be deducted at the applicable rate as per provisions of the applicable law.

5. LIQUIDATED DAMAGES

If the supplier fails to deliver any or all of the Goods or fails to perform the Services within the period(s) specified in the Contract, the BANK shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the price of the delayed Goods i.e. on the cost of equipments excluding the applicable taxes or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipments are not delivered or installed in time, the Bank may consider termination of the contract.

6. CONTRACT PERIOD

The total duration of the contract is 5 years, in which the first 1 year comes under warranty and the remaining 4 years will be AMC period.

Bank reserves the rights to renew the contract for an additional period of 2 year at mutually agreed terms and conditions.

7. SERVICE UPTIME PERCENTAGE:

Successful bidder shall ensure 24x7 service support with a guaranteed uptime of 99.9% on annual basis.

In case the downtime exceeds the permitted maximum downtime of 0.01% per year, Downtime penalty will be applicable and will be recovered from the successful bidder at the below rates:

No.	Annual Down Time	Penalty
1	Up to 0.10% (i.e. 8 Hours 45 Minutes)	Nil
2	Beyond 8 Hours 45 Minutes (except scheduled down time)	Rupees Two lakhs (Rs.2,00,000) per hour or part thereof, with a cap of 10 hours per year, i.e. Rs.20 Lakhs per year.

8. TERMINATION FOR DEFAULT

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



- a. If the Successful bidder(s) fails to deliver any or all of the deliverables within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
- b. If the Successful bidder(s) fails to perform any other obligation(s) under the Contract.
- c. If the Successful bidder(s), in the judgement of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

'For the purpose of this clause:

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

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

"unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid.

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

9.FORCE MAJEURE

- 9.1 The Successful bidder(s) 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.

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

- 9.3 If a Force Majeure situation arises, the Successful bidder(s) shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Successful bidder(s) 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.

- 9.4 Force Majeure event also comprise of any action/regulation taken by the regulatory bodies or governmental bodies as result of their sovereign functions which renders the supplier incapacitated to perform under the contract without



any attribution to cause such regulation/action due to its breach or negligence shall be considered to be a force majeure event.

10. TERMINATION FOR CONVENIENCE

- 10.1 The Bank, by 30 days written notice, sent to other party may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Successful bidder(s) under the Contract is terminated, and the date upon which such termination becomes effective.
- 10.2 The Goods that are complete and ready for shipment within thirty (30) days after the Successful bidder's receipt of notice of termination shall be accepted by the Bank at the Contract terms and prices. For the remaining Goods, the Bank may elect :
- to have any portion completed and delivered at the Contract terms and prices; and / or
 - to cancel the remainder and pay to the Successful bidder(s) an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Successful bidder(s).

11. SETTLEMENT OF DISPUTES

- 11.1 If any dispute or difference of any kind whatsoever shall arise between the bank and the Successful bidder(s) 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.
- 11.2 If after 30 days the parties have failed to resolve their disputes or difference by such mutual consultation, then either the bank or the Successful bidder(s) 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.
- 11.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
- 11.4 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 Bank and the Successful bidder(s) 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 Bank and the Successful bidder(s); the third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding



Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the presiding Arbitrator, the Presiding Arbitrator shall be appointed by the Indian Banks' Association, India which 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 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.

11.5 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
- b) the bank shall pay the Successful bidder any monies due to the Successful bidder(s).
- c) Submitting to arbitration may be considered as additional remedy and it does not preclude the parties seek redressal/other legal recourse.

12. LIMITATION OF LIABILITY

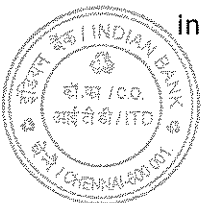
Successful Bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Successful Bidder(s) that gave rise to claim,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

This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. If a third party asserts a claim against bank that a vendor product acquired under the agreement infringes a patent or copy right, vendor should defend bank against that claim and pay amounts finally awarded by a court against bank or included in a settlement approved by vendor.

13. 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.



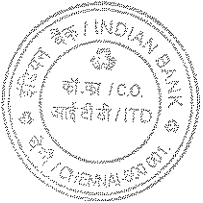
14. COVERAGE OF ALL BANKS UNDER THE EPF & MP ACT 1952

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

15. Exemptions to Micro & Small Enterprises

MSEs registered under Single Point Registration Scheme of NSIC are exempted from payment of cost of RFP and EMD. For availing these benefits, such bidders must submit the copies of relevant Registration Certificates clearly indicating their capacity and monetary limit during the pre-bid meeting. In case the capacity and monetary limit specified in the registration certificate is less than the tender value, bidder must get assessed the competency of the unit to execute contract of the higher value keeping in view of the pending load on the unit from inspection agency of NSIC for higher capacity / competence.

However the exemption is only for Bid Security at the time of submission of tender documents. If such a bidder is successful in the tender process, then performance guarantee as per the RFP document shall be submitted.

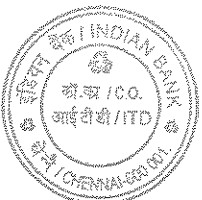


SECTION V**INSTRUCTIONS TO BIDDERS FOR E-TENDERING****1. GENERAL**

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

2. INSTRUCTIONS**2.1. RULES FOR WEB PORTAL ACCESS**

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



8. On account of this, the time for the e-tendering cannot be extended and Bank is not responsible for such eventualities.
9. Bank and/or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of e-tendering irrespective of the cause.
10. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension/ advancement of submission date and time will be at the sole discretion of the Bank.
11. However, during the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service Provider.

2.2. REGISTRATION

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

The following steps are to be followed during the registration process

- a) Fill all the relevant and requisite details to complete the Enrolment form provided in the Bank's e- tendering portal
- b) The registered User will receive the Activation link on the registered Email id. The user is now required to activate by clicking on "Click Here" link sent to registered Email id
- c) Login with the User id and Password to the e-tendering Portal where the registered users are required to upload the scan copy of the PAN Card and GST Registration certificate to map the DSCs
- d) After the Signing and Encryption/Decryption certificates are mapped to the login ID and successful verification of Encryption/Decryption, go to event management and proceed for bidding process by uploading necessary documents
- e) Clarification/ Amendments and Extension of last date of bid submission (if any) will be uploaded in the e-tendering portal under Corrigendum/ Amendment.

Training to the Bidder for participating in the bids through e-tendering Website will be provided by the service provider M/s. Nextenders (India) Pvt. Ltd.

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



Support Desk Contact Details

M/s. Nextenders (India) Pvt. Ltd
Yuchit, Juhu Tara Road
Mumbai – 400 049.

Support Contact No. 020-25315555 Ext no 8 then 8
Support Email: support.indianbank@nextenders.com

2.3. SUBMISSION OF BIDS THROUGH E-TENDERING PORTAL

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

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

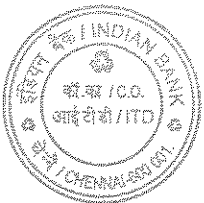
Bidder should upload all the copies of relevant documents without fail in support of their bid and as per the instructions given in tender documents. If the files to be uploaded are in PDF format, ensure to upload it in "Searchable" PDF Format. After filling data in predefined forms bidders need to click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

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

2.4. BID RELATED INFORMATION

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

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



2.5. OFFLINE SUBMISSIONS

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

- a) Earnest Money Deposit/Bid Security
- b) DD towards Cost of bid document

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

The bidder is requested to submit the original documents in a Sealed Envelope on or before 14/01/2020, 03.00 PM to the address mentioned under schedule 5) of this tender. The envelope shall be super scribed as "IMPLEMENTING TOKENIZATION OF DEBIT CARD NUMBERS STORED IN HP NON STOP SERVER DATA BASE" and the words 'DO NOT OPEN BEFORE (14/01/2020 at 03.30 PM)'.

2.6. OTHER INSTRUCTIONS

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

The following 'Four Key Instructions' for bidders must be assiduously adhered to –

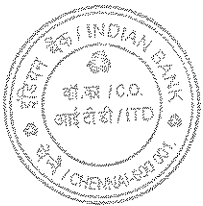
- a.** Obtain individual Digital Signing Certificate (DSC or DC) well in advance before tender submission deadline on e-tendering portal.
- b.** Register your organization on e-tendering portal well in advance before tender submission deadline on e-tendering portal
- c.** Get your organization's concerned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

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



SECTION VI**BID FORM, PRICE SCHEDULES AND OTHER FORMATS****Table of Contents**

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Part I
1. TECHNICAL BID

Date:

To

**Chief Manager,
Expenditure Department, First Floor,
Indian Bank Corporate Office,
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, PIN 600 014.**

Dear Sir,

Sub: Implementing tokenization of debit card numbers stored in HP Non Stop Server Data Base .

Ref: RFP: CO/DBD/ATM/932/R1/2019-20 dated 23/12/2019.

Having examined the Bidding Documents including Addenda Nos.(insert numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Implementing tokenization of debit card numbers stored in HP Non Stop Server Data Base** and submit our technical Bid as follows:

SPECIFICATIONS

Technical Specifications for the tokenization solution

Sl.No	Product Description	Please write Complied or Not Complied
1	Software Functionality	
1.1	Tokenization solution should be compatible with HPE Non-Stop Server (Guardian version 6.20) and any future version.	
1.2	Proposed solution should run inside HPE Nonstop server.	
1.3	It should provide software-based Tokenization/De-Tokenization solution to secure the sensitive BASE24 data	
1.4	Bidder shall submit a brief write-up on the technology used for Tokenization of data.	
1.5	Software should function without requiring any code level change in Base 24 software	
1.6	Software should not degrade the performance of HP Non stop server and Base 24 software	
1.7	Software should support tokenization of sensitive data such as PAN, CVV, expiry date and any other sensitive information available in the Enscribe Database	

1.8	Software should support protected data in alphanumeric format	
1.9	Software should replace sensitive data items with tokens (non-sensitive data) or tokenize data in database files like TLF,PTLF,CAF,ILF, Audit trail logs	
1.10	Software should not access any other folders, files and data which are not to be tokenized or not necessary for the functioning of the solution	
1.11	Software should De-tokenize the data during replication of all data and transactions from primary server to DR server	
1.12	Software should De-tokenize the data while generating transaction reconciliation reports.	
1.13	Software should provide data in original format whenever and wherever required to support the required analysis.	
1.14	Software should ensure that only authorized application process can access the original sensitive data	
1.15	Software should provide capability to enable application to exchange files directly with external system via Secure FTP or SFTP/SSH either in Tokenized format or in clear text format as per the business requirement	
1.16	Software should support parallel processing in multiple NonStop CPUs	
1.17	Software should be able to Integrate with any data protection mechanism available on the HPE Nonstop server	
1.18	Software should have its own tokenization engine optimized for HPE Nonstop server	
1.19	Software should be able to display the de-tokenized data while running Enform command by high privileged users	
1.20	Specify software uses any type of Encryption/Decryption algorithms	
1.21	Software should support public/private key cryptography	
1.22	Software should support storage of keystore for keys	
1.23	Software should provide easy to use command line interface for managing keys	
1.24	Software should be able to adjust token based on business requirements and specify the position of the	

	tokens in the data	
2	Information Security Related	
2.1	Software should use strong Tokenization techniques to protect data	
2.2	Software should support strong ciphers including 168-bits 3DES-EDE, and 256-bits AES-CBC	
2.3	Software should provide tight control over key access using built-in split knowledge and dual control	
2.4	Software should be able to Integrate with hardware security module (HSM)	
2.5	Software should be able to control the access to unprotected data based on object file, process name, user ids and other attributes	
2.6	It should have Random generator to collect system entropy to produce cryptographically secure random data	
2.7	It should provide random data for generation of token vault as well as cryptographic keys	
3	Logging and Audit Related	
3.1	Software should support different log level for normal and diagnostic messaging	
3.2	Software should support logging to \$0 or to EMS	
3.3	Software should support audit messages using multiple audit parameters (AUDITFILE, AUDITFILERETENTION, AUDITFORMAT, AUDITLEVEL, AUDITMAXFILELENGHT)	
3.4	Software should provide audit log covering request and response message	

List of deviations from the required specifications:

1)

2)

(If left blank, it is treated that there are no deviations in the compliance of specifications)

We enclose the technical brochures for the equipments/services quoted.

We submit that we should abide by your terms and conditions governing the quotations mentioned in the bidding document.

We submit that we abide by the details given above.



We undertake, if our bid is accepted, to complete the services in accordance with the delivery schedule specified in the bid.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the contract amount for the due performance of the Contract, in the form prescribed by the Bank.

We agree to abide by this for the bid validity period specified and it should remain binding upon us and will be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your notification of award, should 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 clarify/confirm that we comply with the qualification criteria of the bidding documents.

Dated this day of 202.....

.....
Signature:

Mobile No.
Email :

(In the Capacity of)

..... Duly Authorised to sign bid for and on behalf of
(give below the Name & Address of Bidder)



2. SELF DECLARATION – BLACKLISTING

Ref. RFP: CO/DBD/ATM/932/R1/2019-20 dated 23/12/2019.

Date:

To

The Assistant General Manager
Indian Bank, Head Office,
Information Technology Dept, 2nd Floor,
66, Rajaji Salai,
Chennai, PIN 600 001.

Dear Sir,

Sub: Implementing tokenization of debit card numbers stored in HP Non Stop Server Data Base.

Ref: RFP: CO/DBD/ATM/932/R1/2019-20 dated 23/12/2019.

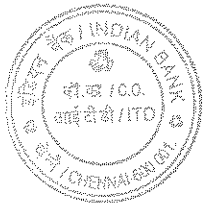
We hereby certify that, we have not been blacklisted by any Government Dept / PSU / Banks currently.

Signature of Authorized Official

Name and Designation with Office Seal

Place:

Date:



3. BID SECURITY FORM

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

KNOW ALL PEOPLE by these presents that we (name of bank) of (name of country), having our registered office at (address of bank) (hereinafter called "the Bank"), are bound unto Indian Bank in the sum of _____ for which payment well and truly to be made to the said Bank, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 202 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Bank during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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

This guarantee will remain in force up to, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

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

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



4. CONTRACT FORM

THIS AGREEMENT made theday of....., 202... Between Indian Bank (hereinafter "the Bank") of the one part and..... (Name of Supplier) of..... (City and Country of Supplier) (hereinafter called "the Supplier") of the other part :

WHEREAS the Bank invited bids for certain Goods and ancillary services viz.,..... (Brief Description of Goods and Services) and has accepted a bid by the Successful bidder 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 Bank's Notification of Award.
3. In consideration of the payments to be made by the Bank to the Successful bidder as hereinafter mentioned, the Successful bidder hereby covenants with the Bank to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Bank hereby covenants to pay the Successful bidder 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 Successful bidder are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE (With 1 Year Warranty)	AMC COST FOR 4 YEARS	TOTAL PRICE FOR 5 YEARS (TAXES EXTRA)

TOTAL VALUE:

DELIVERY SCHEDULE:

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

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

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



5. PERFORMANCE SECURITY FORM

Bank Guarantee No. _____

Date _____ :

To : INDIAN BANK, Chennai, INDIA :

WHEREAS (Name of Supplier) hereinafter called "the Vendor") has undertaken, in pursuance of Contract No..... dated,..... 202... to.....(Description of Goods and services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Vendor shall furnish you with a Bank Guarantee by a recognised bank other than Indian Bank for the sum specified therein as security for compliance with the Vendor's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give on behalf of the Vendor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Vendor, 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 Vendor 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.

Any such demand made by you shall be conclusive irrespective of any dispute or controversy between you and the Supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

This guarantee is valid until theday of.....202.....

Signature and Seal of Guarantors

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

NOTE :

1. Vendor should ensure that seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees.
2. Bank guarantee issued by bank located in India shall be on a Non-Judicial Stamp Paper of requisite value for a period of 60 months (with further 3 month claim period).
3. (The above format is illustrative only and may be suitably modified later by Indian Bank)



6.MANUFACTURERS' AUTHORIZATION FORM

No. _____

Dated:

To,

Dear Sir,

Ref: Indian Bank RFP CO/DBD/ATM/932/R1/2019-20 dated 23/12/2019

We, _____ who are established and reputable manufacturers of _____ (name & descriptions of goods offered) having factories at _____ (address of factory) do hereby authorize the bidder M/s _____ (Name and address of bidder) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Request for Proposal (RFP).

We hereby extend our full guarantee and warranty as per Conditions of Contract of the above RFP for the goods and services offered for supply of our products by M/s _____ (Name and address of bidder).

If the contract is awarded to M/s _____ (Name and address of bidder), we will support them for maintenance of products manufactured by us for Five years. We will comply with the contract terms pertaining to our product in case M/s _____ (Name and address of bidder) fails to execute the terms of the contract.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer.



Part II**7.COMMERCIAL BID FORMAT(To be submitted after Online Reverse Auction)****Ref. RFP: CO/DBD/ATM/932/R1/2019-20 dated 23/12/2019.****TO****Date:****Indian Bank
Corporate Office,
Expenditure Department, First Floor
254-260, Avvai Shanmugam Salai,
Royapettah, Chennai, PIN 600 014**

Dear Sir,

Sub: Implementing tokenization of debit card numbers stored in HP Non Stop Server Data Base.**Ref: Bid Document No. RFP: CO/DBD/ATM/932/R1/2019-20 dated 23/12/2019.**

Further to the reverse auction dated _____, we, the undersigned, offer to **Implementing tokenization of debit card numbers stored in HP Non Stop Server Data Base** of your Bank, and we submit our Commercial Bid with Break up details as follows:

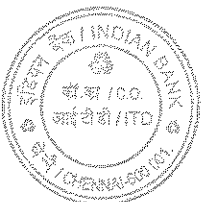
Price Schedule:

No	Requirement	Total Cost for 5 Years (Rs.)
1	Delivery and Installation of Tokenization software in Production and DR HP Non Stop servers with 1 year Warranty.	
2	Annual Maintenance Cost for 4 years (From 2nd year onwards)	
	Total cost (Taxes Extra)	

Grand Total in Words:

*Prices quoted are:

- Inclusive of all costs, levies, insurance, freight, warranty, AMC, charges for incidental services and implementation charges etc and Exclusive of applicable GST.



- Applicable TDS, if any, will be deducted from the payment.
- Successful shall provide the price break-up for each item in line with market rates. Bank reserve the rights to negotiate with the bidder if the price break-up submitted for any of the above items is higher than the market rates.

We abide by details given above and the terms of the bid document.

For

Office Seal

(Authorised Signatory)

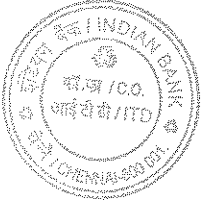
Place:

Name:

Date:

Designation:

E-mail:



**8. PROFORMA OF CERTIFICATE FOR ISSUE BY
CO:DBD AFTER SUCCESSFUL COMMISSIONING**

Date :

Sub: Certificate of commissioning of equipment

1. This is to certify that the services as detailed below has/have been received in good condition (subject to remarks in Para No. 2) in accordance with the Contract/Specifications. The same has been installed and commissioned.
- (a) Contract No. _____ dated _____
- (b) Description of the services _____
- (c) Quantity _____
- (d) Date of delivery _____
- (e) Date of commissioning and proving test _____

2. The acceptance test has been done to our entire satisfaction
3. The Successful bidder has fulfilled its contractual obligations satisfactorily
- or

The Successful bidder has failed to fulfill its contractual obligations with regard to the following:

(a)

(b)

Signature _____

Name _____

Designation with stamp _____



9. FORMAT FOR PRE-BID QUERIES

S.No	RFP Point no/Title	Page no in RFP	Details provided in RFP	Query/ Changes Requested



10. CHECKLIST FOR DOCUMENTS TO BE SUBMITTED BY THE BIDDER

S. No.	Item Description	Documents to be submitted as proof	Details of proof/Document Submitted by the bidder
1.	The Bidder should be a registered company in India (as per Indian Companies Act, 1956 or Indian Companies Act, 2013) and should have minimum 3 years of experience as on 30th September, 2019 in providing/implementing card tokenization solution.	(a) Copy of certificate of incorporation and certificate of commencement of business in case of public limited company. (b) Copy of certificate of incorporation in case of private limited companies issued by Registrar of companies. (c) Purchase Order received from a customer prior to 30th September, 2016.	
2.	The bidder should be an Original Equipment Manufacturer (OEM) of the application tokenization software solution or an authorized partner/distributor of the software offered in India.	(a) If the bidder is authorized partner/distributor, Manufacturers' Authorization Form (format 6 Section VI) is to be submitted. (b) If the bidder is an Original Equipment Manufacturer (OEM), an undertaking letter has to be submitted.	
3.	The Bidder should be Net profit earning organization in the last three (3) financial years, i.e. (2016-17, 2017-18 & 2018-19)	(a) Copies of audited Balance Sheet and Certificate from the Chartered Accountant for preceding three financial years have to be submitted.	
4.	The Annual turnover should be more than Rs.50 Crores in last three (3) financial years, i.e. (2016-17, 2017-18 & 2018-19)	(a) Copies of audited Balance Sheet and Certificate from the Chartered Accountant for preceding three financial years have to be submitted.	
5.	The Bidder should not have been blacklisted currently by any Government Department/PSU/Financial Institutions.	(a) The bidder should provide self-declaration- as per format 2 of Section VI provided in RFP.	
6.	The bidder should have implemented the Tokenization solution in BASE 24 – HP Non-Stop server in at least two (2) Institutions.	(a) The bidder must produce purchase order/ reference letter from their customer duly mentioning the solution name.	

Ref: CO/DBD/ATM/932/R1/2019-20**23/12/2019**

7.	Bid Security form (Bank Gurantee only)	Bank Guarantee in format 3 of Section VI	
8.	Technical Compliance	Compliance to be given as per format 1 of Section VI	
9.	DD for Application Form	Rs. 5,000/- in the form of Demand Draft	
10.	Copy of RFP & Clarifications and amendments issued by the Bank	To be sealed and signed by the Authorised Official of the Bidder.	

Note : Commercial Bid should not be attached with Part - I.