

Bid Ref No. HO/TMD/PG/256/2010-11 dated 29-12-2010

BIDDING DOCUMENT

FOR

Supply, customization, installation and implementation of Image Capture and Processing Software Solution and Scanners for Cheque Truncation System (CTS)

Indian Bank Head Office Technology Management Dept 66, Rajaji Salai Chennai – 600 001

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1. INVITATION FOR BIDS (IFB)

a. **Indian Bank**, a premier nationalised Bank having its Head Office in Chennai has national presence with more than **1800** computerised branches apart from 30 administrative Zonal Offices and 12 training centres. The Bank has its international presence in Singapore and Colombo and 229 Overseas Correspondent banks in 69 countries. Total business handled by the Bank stands at Rs. 1,67,980 Crores as on 30.09.2010.

The Bank has acheived 100 percent Core Banking Solution using 'BANCS' software developed by M/S Tata Consultancy Services and entire bank's business is covered by the CBS branches.

The Bank has been a front runner in specialised banking and a leader in Rural development. The Bank has introduced Maestro Debit cards and Visa Credit cards. The Bank has brought out an exclusive Credit card for the common man, namely Bharat Card, the first of its kind in the banking industry. Bank has launched IB Swarna Mudra, a scheme for sale of 24 carat, 999.9 pure Assay certified gold coins.

Recently, The Bank has launched Wealth Management Services as a value added service for its HNI & Corporate clients in Chennai and is planning to expand the services all over India. Through Wealth Management Services, Financial planning and advisory services are being provided to the clients based on factors like their individual risk-reward profile, time horizon, financial goals etc, on a non-discretionary basis.

- b. The Bank invites sealed bids for the supply, customisation, installation, training and implementation of Image capture and processing software solution and scanners for Cheque Truncation System (CTS). Detailed functional and technical specifications for the above are furnished in Annexure-4.
- c. A complete set of Bidding Documents in English is provided for this purpose. The cost of the bid document is Rs.5000/-. The amount has to be paid by way of a Bankers Pay Order (BPO) or a Demand Draft (DD) favouring INDIAN BANK payable at Chennai. A letter requesting for issue of the Bid document is also to be submitted along with the BPO/DD. In case the bid document is downloaded from the website, the cost of the document of Rs.5000/= should be paid by way of demand draft and enclosed along with the technical bid document.
- d. Pre-Bid meeting will be conducted on 05-01-2011 at 11.00AM in IMAGE, MRC Nagar, Near Aiyappa Temple, Foreshore Estate, R A Puram, Chennai, PIN 600028. It is essential that all the clarifications / queries be submitted to the Bank at least two days before the date of the pre-bid meeting.
- e. Bids must be delivered to the address given below, at or **before 16.00 hours IST on 27-01-2011** and must be accompanied by a **Demand Draft** / **Bank Guarantee of INR 5,00,000/-**. Late Bids will be rejected.

Indian Bank, Head Office, Expenditure Department, Ground Floor, Govindu Maligai, Second Line Beach, Chennai - 600 001, India. **Part I (technical bid) will be opened** for evaluation by the Bank **at 16:30 Hours on 27-01-2011** in the presence of the bidders. Bidders' representatives are requested to be present at this time.

After technical evaluation, only the eligible bidders will be communicated of the date, time and venue for opening Part-II (commercial bid). Part II of the Bid will be opened in the presence of eligible Bidders' representatives who choose to attend.

Bank reserves itself, the right to call the commercial Bids through Reverse Auction. If decided to resort to online reverse auction, intimation will be given to all qualifying bidders of technical bid about the date and time of online reverse auction. The business rules for online reverse auction will be informed before the reverse auction.

The Bank has the right to negotiate with L-1 vendor under exceptional circumstances.

f. **Disclaimer:** The Bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons therefor.

2. Minimum Eligibility Criteria

The bidder must satisfy the following minimum criteria -

- 1. The bidder should be a limited company and should be in existence in India for a minimum of three years (proof to be submitted)
- 2. Bidder should be the owner of the Cheque Truncation Application Software and Consortium of Bidders is not eligible (proof to be submitted).
- 3. Bidder should be earning net profit for the last three years (Proof to be submitted).
- 4. The Bidder must have minimum average annual turnover of Rs. 10.00 crores during last three financial years (Proof to be submitted).
- 5. Bidder should have directly implemented the solution for Cheque Truncation System (CTS) in Delhi for a minimum of two Banks having a minimum of 25 Branches under CTS with the software offered in response to this bid. Bidder should submit documents in support of this compliance.
- 6. Letter mentioning satisfactory completion of the project and satisfactory post-implementation support should be submitted from the two Banks specified in item (5) above signed by an authorised officer of the Bank.
- 7. The software should have been developed as per accepted standards and tested including stress test (benchmark). Bidder should submit documents in support of this compliance.
- 8. The software should have the capability to interface with Bank's existing CBS application software.
- 9. Bidder has support centres in India to provide service within 2 Hours at Chennai and all other major cities, and within 6 hours at any of our Bank branches in and around major cities and within 12 hours at any of our Bank branches in India.

3. Introduction

3.1Background

RBI, as part of its initiative to reduce the clearing cycle in consonance with amendments to NI Act 1881 and Information Technology Act 2000 and subsequent amendments, has decided to introduce Cheque Truncation System (CTS). In CTS, the physical movement of cheques is curtailed at a point in the

clearing cycle, beyond which the process is completed based only on the electronic data and images of cheques.

The Image Based Cheque Truncation system to be introduced will be in consonance with the amended Negotiable Instruments Act 1881, the amended Information Technology Act, 2000 and the amended Bankers' Book Evidence Act, 1891 and any other relevant laws of the country as may be specified by the Reserve Bank of India.

After the successful implementation of CTS in National Capital Region (NCR) Delhi by RBI, National Payment Corporation of India (NPCI) is implementing CTS in Chennai Bankers Clearing House(CBCH), and in future would cover intercity clearing also with implementation of grid.

In Chennai, Indian Bank is currently having 169 Branches under the CBCH. Bank proposes to implement a Cluster implementation in Chennai at about 40 Locations covering 169 Branches. The number of truncation locations may vary as per the business requirements of the Bank during actual implementation. The Bank may subsequently change the model of implementation in Chennai and other CTS locations as per Bank's business needs.

3.2 Scope of BID

Scope of BID includes but not restricted to the following:

- 3.2.1. Bidder should undertake for Supply, customization, installation and commissioning of Comprehensive Software (image capture and processing solution) and scanners for Cheque Truncation System (CTS) for Indian Bank. The Software should comply with the specifications given in Annexure-4.
- 3.2.2. The total solution provided should facilitate Cheque Truncation System (CTS), which should be capable of Cluster and Decentralised model of truncation at Branch level including scanning of cheque, data entry for the instrument, verification, authorization and digital signing of the data file and image file at the Branch Level itself. The software should facilitate reporting, compliance and risk management. The Total Solution requirements are given in Annexure-4.
- 3.2.3. The software solution should provide audit trail of changes made to the system for various parameters assigned and all transactions.
- 3.2.4. Other related job such as supply, installation, customization & configuration, integration, implementation, training, documentation, product support has to be taken care of by the bidder.
- 3.2.5. The solution should be scalable to accommodate organic and inorganic growth of the Cheque Truncation System.
- 3.2.6. The solution should have the capability/compatibility/scalability to meet RBI/NPCI/Bank requirements at a later date.
- 3.2.7. The solution should be modular and integrated on industry standard platforms to match the functionality requirements specified in Annexure 4

4 Terms and Conditions for the Proposal

Indian Bank invites the Bidders' attention to the following terms and conditions, which underline this BID.

4.1 Liabilities of the Bank

This BID is not an offer by the Bank, but an invitation for Bidders' responses. No contractual obligation on behalf of the Bank whatsoever shall arise from the BID process unless and until a formal contract is signed and executed by duly authorised officer(s) of the Bank and the Bidder(s).

4.2 Contract with the Bidder

The Bank would enter into a contract with the selected Bidder for implementation of the Software for Cheque Truncation System, who will be responsible for handling the entire process.

If Bidder requires sourcing of one or more software solution from other vendors and undertaking integration of these solutions in an appropriate manner to meet the requirements of the BID, then bank will not recognise any consortium of the vendors and consider only Bidder responding to BID will be responsible for the implementation of the software/hardware.

The Bidder is responsible to submit technical and commercial proposals suitably.

4.3 Proposal Process Management

The Bank reserves the right to accept or reject any or all proposals, to revise the BID, request one or more re-submissions or clarifications from one or more Bidders, or cancel the process in part or whole. Additionally, The Bank reserves the right to alter the specifications, in part or whole, before the due date for submission of the Bid and without re-issuing the BID. All claims for functional / technical delivery made by the Bidders in their responses to the BID shall be assumed as deliverable within the quoted financials.

Bidders shall be entirely responsible for their own costs and expenses that are incurred while participating in the BID and subsequent presentations, benchmark / stress tests and contract negotiation processes.

4.4 Award of contract

Within 10 days from the date of receipt of award notification, the Bidder should sign the contract as per Annexure 8.

4.5 Validity of Bid

The proposal must be valid for a minimum of **180 days** from the last date of proposal submission. Responses must clearly state the validity of the bid and its explicit expiration date. The bank reserves the right to ask the Bidders for extension of bid validity.

4.6 Bid Security (Earnest Money Deposit)

The bidder should furnish as part of its bid, a bid security in the form a bank guarantee issued by a scheduled commercial bank located in India as per Annexure 5, for a sum of Rupees five Lakhs (Rs.5,00,000/-) valid for 225 days from the last date for submission of the bid.

Unsuccessful bidders' bid security will be discharged or returned after the expiration of the period of bid validity prescribed by the Bank.

The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance security.

The bid security may be forfeited if:

- a. A bidder withdraws its bid during the period of bid validity as specified by the bidder.
- b. The successful bidder fails to sign the contract within the specified time of 10 days, or to furnish performance security.

4.7 Implementation Schedule

Bidder should furnish PERT chart clearly mentioning which activity dates are critically dependent on the previous activity. Bidder should also give roadmap describing therein the key milestone activities of the solution implementation with time required for completion.

4.8 Bidder Indication of Authorization to Bid

Responses submitted by Bidders to this BID (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the Bidders' response. The proposal must be signed by an official authorised to commit the bidder to the terms and conditions of the proposal. Bidders must clearly identify the full title and authorisation of the designated official and provide a statement of bid commitment with the accompanying signature of the official. A copy of the authorisation should be enclosed along with the bid.

4.9 BID Ownership

The BID and all supporting documentation / templates are the sole property of The Bank. No news release, public announcement, or any other reference to this BID or any program there under shall be made without written consent from The Bank. Reproduction of this BID, without prior written consent of The Bank, by photographic, electronic, or other means is strictly prohibited. Violation of this would be a breach of trust and may, inter-alia cause the Bidders to be irrevocably disqualified. The aforementioned material must be returned to The Bank when submitting the proposal, or upon request; however, Bidders can retain one copy for reference.

4.10 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidders shall become the property of The Bank unless the bank agrees to the Bidders' specific requests, in writing, that the proposal and documentation be returned or destroyed.

4.11 Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

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

4.12 Bidder Status

Each Bidder must indicate whether they have any actual or potential conflict of interest related to contracting services with The Bank.

4.13 Confidentiality

The Bidder will be exposed to internal business information of The Bank, affiliates, and / or business partners by virtue of the contracted activities. The Bidder / their employees shall treat all data & information collected from THE BANK during the project in strict confidence. THE BANK is expected to do the same in respect of Bidder provided data / information. On termination of the contract also they should not divulge any data / information.

The successful bidder will have to enter into a Non Disclosure agreement with the Bank (Annexure 9) to safeguard the confidentiality of The Bank's business information, legacy applications and data.

4.14 Security features

The proposed software solution must have inbuilt security features to protect Confidentiality, Integrity and Availability of Bank's data and maintain a proper log of events.

4.15 Deliverables

The Bidder has to provide and install the required Image capture software solution at all identified Branches and Service Branch, Chennai. In addition, the following should be delivered to the Bank –

- a. The required image capture and processing software solution to be used by all designated branches and Service Branch, Chennai which may increase in future due to organic and inorganic growth. The Bidder shall provide the software solution to the Bank under a corporate license for CTS implementation in Chennai and other clearing houses across India.
- b. User & Quick reference manuals. All copies should be delivered in hard & soft media.
- c. Training to staff/officers, other related operational people at branches/offices. The Course content and programme schedule will be mutually decided by the Bank and the Bidder.
- d. Interface with various data providers both internal and external as mentioned in BID.
- e. Escrow The Source Code of the Application Software will be kept under a mutually acceptable Escrow agreement. The Source Code and the related documentation will be updated and maintained as required under the terms of the Escrow agreement. The cost of escrow arrangement will be borne equally by Bank and the Bidder.

4.16 Order Execution

The bidder should follow the following Execution Methodology:

a. Customization Requirements
The software should be customized as per the requirements of the Bank.

b. Software Testing

Bidder should create the test plan with the help of the Bank using real data to test the functioning of the software before implementation. Acceptance of the software will be after rectification of deficiencies, if any, found during testing.

c. Documentation

All technical / system and user manuals shall be in English. Minimum one hard copy and one soft copy for each place of implementation should be supplied. Bidder's method for updating documentation to reflect changes should be explained.

4.17 Delivery, Customisation and Installation Schedule

The Bidder shall be responsible for delivery of the customized package ordered, other required software and scanners at locations identified by the Bank within 4 weeks from the date of purchase order and installed and commissioned within 2 weeks.

At the discretion of the Bank, there will be an acceptance test conducted for the bidder in presence of Bank officials and/or its nominated consultants after installation of complete package. In case of any discrepancy in software package supplied, Bank may cancel the entire purchase order and return them back to the bidder at bidder's costs and risks.

4.18 Key personnel

The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in the similar implementations. Bidder shall furnish an undertaking to provide a suitable replacement of the key personnel if they move out from the project.

4.19 Technical support

- a. Activities in the area of maintenance and support would be as follows:
 - Software maintenance & trouble shooting
 - Adding additional functionalities based on future requirements.
 - Maintenance of scanners, system software and any other hardware and software supplied under this bid.
- b. Amendments or modifications if any, in the standards made by RBI/NPCI or other supervisory and regulatory authorities, during the contract period, will be updated in the solution by the Bidder.
- c. Help Desk: The Bidder has to provide off site help desk after the pilot phase. Problems should be attended to immediately or within mutually agreed period in Service Level Agreement of reporting the same at the Bank's sites.

4.20 Penalty for delay

For any delay on part of the Bidder in delivery, installation and implementation of the software package and scanners, beyond the period specified in the purchase order under heading "delivery schedule", The Bank will charge penalty @ 0.5 % per week or part thereof of the value of undelivered product or services, subject to a maximum of 10 % of the order value. However once the maximum penalty is reached, The Bank may consider termination of Contract.

4.21 Order Cancellation

THE BANK, without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, may terminate this contract in whole or part:

- a. Delay in delivery and/or installation beyond the specified period or within any extension thereof granted by the Bank.
- b. Discrepancy in software/hardware noticed during acceptance testing / implementation.
- c. Failure to perform any other obligation(s) under the contract.
- d. If the successful bidder, in the judgment 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 deprive the Bank of benefits of free and open competition.

e. In the event of 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 shall be liable to the Bank 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.

4.22 Completeness of Implementation

The implementation will be deemed as incomplete if any component of the software package and hardware as per purchase order is not delivered or is delivered but not installed / integrated and / or not operational or not acceptable to THE BANK after acceptance-testing / examination.

In such an event, the implementation will be termed as incomplete and not acceptable. Warranty period will commence only from the date of total acceptance of solution. The software package will be accepted after complete commissioning of software package's integration with scanners, digital signature and other hardware devices, and satisfactory working of the entire software package with all hardware components supplied as per this bid.

4.23 Indemnity

Bidder shall indemnify, protect and save THE BANK against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the software package, hardware and services offered and supplied by him, in a format acceptable to the Bank.

4.24 Force Majeure

The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that the delay in performance or other failure to perform its obligations under the contract is as a result of an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to acts of Bank in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify THE BANK in writing of such conditions and the cause thereof within 10 calendar days. Unless otherwise directed by THE BANK in writing, the Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond

a period of 2 months, THE BANK and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

Not withstanding above, any decision of THE BANK shall be final and binding on the bidder.

4.25 Resolution of Disputes

- a. If any dispute or difference of any kind whatsoever shall arise between the bank 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 from the commencement of such mutual consultation the parties fail to resolve their disputes or difference amicably, then either the bank 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 prudence –

- i. In case of dispute or difference arising between the bank and the successful bidder relating to any matter connected with or arising out of this contract, such dispute or difference shall be settled in accordance with the Arbitration and Consolidation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Bank and the successful bidder; the third Arbitrator shall be chosen by the two Arbitrators 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 on choosing 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.
- ii. 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.
- iii. 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.
- iv. 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.
- d. Notwithstanding any reference to the arbitration herein,
 - i. The parties shall continue to perform their respective obligation under the contract unless they otherwise agree; and
 - ii. The Bank shall pay the successful bidder any monies due to the successful bidder.

4.26 Applicable Law:

Laws of India and any other guidelines having the force of law in India will be applicable.

4.27 Jurisdiction

Any litigation under this bid, contract will be subject to Chennai jurisdiction.

4.28 Performance Security

Within 10 (ten) days of signing of contract, the seller shall furnish to the Bank the performance security equivalent to 10% of the contract amount in the form of a Bank Guarantee in the format enclosed (Annexure 6) valid for 66 months from the date of purchase order.

The proceeds of the performance security shall be payable to the Bank as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The performance security will be discharged by the Bank and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty/maintenance obligations

4.29 Software Warranty

- 4.29.1 In respect of all software products offered and supplied, the bidder shall offer one year warranty from the date of final acceptance of the solution. The bank can seek any bug fix, customization of software, updates and upgradation at no extra cost during the warranty period and AMC period.
- 4.29.2 Bidder shall give the AMC Charges which includes supplying upgrades, updates, onsite support etc. This shall be specifically quoted by the bidders in their offer in the software AMC charges column of the commercial Bid format.
- 4.29.3 During the warranty and AMC period the bidder shall be responsible for all costs relating to labour, maintenance (preventive and corrective) and transport charges from and to the Bank's Sites where solution is installed.
- 4.29.4 The selected Bidder shall ensure that services of professionally qualified personnel who have expertise in the software solution supplied are available during the warranty and the AMC period of four years at the location/s of the Bank, where the systems and software shall be installed and operationalised.

4.30 Hardware Warranty

- 4.30.1 In respect of all hardware products offered and supplied, the bidder shall offer three year comprehensive warranty from the date of final acceptance of the solution.
- 4.30.2 Bidder shall give the AMC Charges which includes replacement of spares and onsite support etc. This shall be specifically quoted by the bidders in their offer in the hardware AMC charges column of the commercial Bid format.
- 4.30.3 During the warranty period and AMC period the bidder shall be responsible for all costs relating to labour, maintenance (preventive and corrective) and transport charges from and to the Bank's Sites where solution is installed.
- 4.30.4 The selected Bidder shall ensure that services of professionally qualified personnel who have expertise in the solution supplied are available during the warranty and the AMC period of two years at the location/s of the Bank, where the systems and software shall be installed and operationalised.

4.31 Software Maintenance

- 4.31.1 Comprehensive Maintenance and Administration of the Software for Cheque Truncation System shall include among others reloading of software when required or in the event of system crashes / malfunctioning, fine-tuning of Application & database, system monitoring, log maintenance etc. and any other aspect which may have an impact on the efficacy of the system.
- 4.31.2 In case of failure relating to application software the Bidder shall ensure that system is made operational to the full satisfaction of the Bank in the shortest possible time or mutually agreed period. Such a clause will be incorporated in Service Level Agreement.
- 4.31.3 Maintenance charges for Application Software: The rate for providing all inclusive Comprehensive Annual Maintenance Service (AMC) which includes supplying upgrades, updates, onsite support etc should be quoted by the bidder as total amount (exclusive of Service Tax) for the software supplied.

4.32 Hardware Maintenance

- 4.32.1 Comprehensive Maintenance of the hardware for Cheque Truncation System shall include quarterly preventive maintenance of all hardwares supplied and installed in all designated branches and offices as per this bid. Maintenance of hardware include reloading of software when required or in the event of system crashes / malfunctioning, fine-tuning of Application & database, system monitoring, log maintenance etc. and any other aspect which may have an impact on the efficacy of the system.
- 4.32.2 In case of failure relating to system software in scanners etc., the Bidder shall ensure that system is made operational to the full satisfaction of the Bank in the shortest possible time or mutually agreed period. Such a clause will be incorporated in Service Level Agreement.
- 4.32.3 Maintenance charges for hardware: The rate for providing all inclusive Comprehensive Annual Maintenance Service (AMC) for scanners and related hardware which includes replacement of spares and onsite support etc should be quoted by the bidder as a percentage of the cost of hardware supplied.

5 Proposal Scope and Guidelines

5.1 Proposal Content/Proposal Format

The Bidders' proposals are central to the evaluation and selection process. Therefore, it is important that the Bidders carefully prepare the proposal and answer the questionnaires completely. The proposal should be prepared as outlined in Annexure 1. The quality of the Bidders' proposal will be viewed as an indicator of the Bidder's capability to provide the solution and Bidders interest in the project.

All costs incurred by the Bidders while participating in the BID process and subsequent presentations, demonstrations, and contract negotiation processes shall be absorbed entirely by the Bidders. All supporting documentation submitted with this proposal shall become the property of the The Bank.

5.2 Bidder's Responsibility

Any proposal that includes the software marketed and/or supported by other companies or individuals should contain a statement that the Bidder intends to act as the main contractor for the delivery, Customisation, Installation, Implementation, and other support requirements of the entire system. An authorised corporate official legally capable of binding the Bidder must sign proposals. The Bidder will be responsible for the following but not limited to:

- i. Design, development and implementation of the solution (detailed in Annexure 4).
- ii. Design, development and implementation of system modifications/ customisations as indicated in the response (detailed in Annexure 4).
- iii. Parameterisation as per regulatory stipulations or Bank specific requirements.
- iv. Initial and thorough testing of the software and hardware systems.
- v. Providing agreed software and hardware solution components.
- vi. Satisfactory Installation and implementation of the proposed solution components.
- vii. Providing required software solution with corporate license for all users at branches/offices of all present and future clearing houses in India in the grid mode of implementation.
- viii. Software Interface: Interface with different data providers both internal and external relating to Cheque truncation System and Core Banking Solution.
- ix. Training of users and technical persons.
- x. Successful system and software implementation.
- xi. Post implementation support for software and hardware.
- xii. Providing of necessary documentation for the version of the software supplied to the bank (User Manuals, Operations manuals etc.)
- xiii.Design, development and implementation of future software enhancements including updates to documentation and follow-up training.

5.3 Pre-bid Meeting

a. A pre-bid meeting is scheduled to be held at the following address at
 11.00 AM on 05-01-2011. Bidder's designated representatives (maximum two persons) may attend the pre-bid meeting at

Indian Bank Management Academy for Growth and Excellence (IMAGE)

MRC Nagar, Near Aiyappa Temple
Foreshore Estate, R A Puram,
Chennai, PIN 600 028
Telephone No. 044-24934911, 24934712, 24934759)

- b. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c. The bidder is requested, as far as possible, to submit any questions in writing to reach the Bank before the meeting.
- d. Reply will be given only for querries received in writing within the prescribed time informed during pre-bid meeting.
- e. Text of the questions raised (without identifying the source of enquiry) and the responses given, together with amendment if any to the bid document, will be published in Bank's website and will be transmitted to all prospective bidders who were present in the pre-bid meeting.

5.4 Amendment of bidding documents

- a. 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 requested by a prospective bidder, may modify the Bidding Document by amendment.
- b. Amendments, if any will be notified in the Bank's website and will be binding on all prospective bidders who intend to submit the bids.

5.5 Submission and Acceptance of Bidder Proposals

a. Proposal Delivery:

(1) Bidders must submit the technical bid in sealed covers in the following manner:

The sealed cover for technical bid should be marked as:

"Technical Bid (supply, customisation, installation, training and implementation of Image capture and processing software solution and scanners for Cheque Truncation System)".

Bidder should also submit the soft copy of the complete technical bid in MS-Word format on a CD superscribing "Soft copy of Technical Bid (Software and Scanners for CTS)". In case of any discrepancy between softcopy and the hard copy of the technical bid, the latter will be treated as authorised version.

(2) Bidders must submit the commercial bid in sealed covers in the following manner:

The sealed cover for Commercial bid should be marked as:

"Commercial Bid(supply, customisation, installation, training and implementation of Image capture and processing software solution and scanners for Cheque Truncation System)".

Both sealed cover of Technical bid and Commercial bid should be put in another sealed cover. The sealed cover should be titled "Offer for supply and installation of Image capture and processing software solution and scanners for Cheque Truncation System - Bid Ref. No. HO/TMD/PG/256/2010-11 dated 29-12-2010" and sent to the following address on or before 16:00 Hrs on 27-01-2011.

Chief Manager,
Expenditure Department,
Head Office,
Indian Bank,
Ground Floor, Govindu Maligai, Second Line Beach Road,
Chennai (India) PIN 600 001

All pages of technical bids should be serially numbered. If more than one volume is sent, the volumes also should be numbered. The covering letter should mention the total number of volumes and total number of pages in each volume.

Bids should be duly signed by the authorised signatory with company/firm seal and date.

b. Deadline for submission of bids:

The Bank must receive all proposals before 16.00 Hrs on 27-01-2011. Proposals received after the above stated date and time will be disqualified.

If the last date for submitting the bids declared to be a holiday at Chennai, then the bids may be submitted on the next working day till 16.00 Hrs.

The Bank reserves the right to extend the deadline for the submission of bids by amending the bid document, 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. Such extension of deadline will be notified in the website of the Bank.

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

c. Exceptions to the Bid Document / BID

The Bank reserves the right to accept or reject any or all bids, to take exception to the BID specifications or to waive any formalities. Bidders may be excluded from further evaluation for failure to fully comply with the specifications of this BID. The Bank is under no obligation to acquire any or all of the items proposed, or to explain why any proposal is accepted or rejected.

The Bank reserves the right to accept or reject the deviations. NON-MENTION OF DEVIATIONS SHALL IMPLY COMPLIANCE TO BANK'S SPECIFICATIONS.

5.6 Opening of bids

- a. The Bank will open the technical bids in the presence of the officers authorised for the purpose, and bidders' representatives at **16.30 Hrs on 27-01-2011**.
- b. The commercial bid of technically qualified Bidders will be opened in presence of the authorised representatives. The date and venue of commercial bid opening will be communicated by the Bank to the technically qualified bidders (or) they will be informed to participate in the online reverse auction process.
- c. The Bank reserves the right to extend the date of opening the bids by publishing information on Bank's website.

5.7 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.

6 Overview of Evaluation Process

The objective of the evaluation is to select the appropriate solution(s) from the Bidder(s) capable of installing and integrating the system and software solutions, with the functions designated, within specified time frame and in a cost-effective manner. In addition, the Bidders must be willing and capable of providing ongoing maintenance and support that is responsive to the needs of The Bank in sustaining normal operations.

If any information provided in the response to this BID is found to be incorrect or misrepresented, at any stage of the evaluation process, the Bank retains the right to summarily disqualify the Bidder from the evaluation process and from further bids in future.

6.1 Evaluation process and comparison of bids

Evaluation criteria established by the Bank for evaluating the proposed solution which may be suitably amended in part or full at Bank's discretion, is as follows:

Phase 1 - General Evaluation

- i. Bids will be short-listed based on the eligibility criteria specified in this bid document.
- ii. Bidder should submit bid security amount in the form of DD or Bank Guarantee.
- iii. The Bank will examine the bids to determine whether they are complete in all aspects, whether the documents have been properly signed and whether the bids are generally in order.
- iv. Bidder should not mention price of the system and solution offered except in the commercial bid, otherwise the same will be summarily rejected.
- v. In case of bidder offering system and hardware like scanners etc., not developed/manufactured by him, the bidder should have specific arrangement(s) with the OEM for supply, installation, maintenance and support during warranty and AMC period. The bidder will be required to submit OEM Authorisation Form (Annexure 7).
- vi. The bid valid for a shorter period than **180 days** from the date of bid opening will be rejected as non-responsive.
- vii. Any effort by the bidder to influence the Bank in the process of evaluating bids and in decisions concerning award of the contract will result in the rejection of the bidder's bid.
- viii. The bank reserves the right to accept or reject in part or full any or all the offers without assigning any reasons there for.

Phase II - Technical Evaluation

The capabilities of the bidder based on above general evaluation, compliance of the software to Functional and Technical requirements will be assessed based on the following parameters:

| S. No. | Parameter | Details |
|-----------|---|---------|
| 1 | Experience in Cheque Truncation System (CTS) software implementation (enclose proof) | |
| 2 | Implementation of Cheque Truncation System (CTS) software in two Banks in India (enclose proof) | |
| 3 | Average Annual turnover during last 3 years (enclose proof) | |
| 4 | Number of Technical staff with successful implementation experience (Software development / Project Management) | |
| 5 | System Functionality (refer Annexure 4) | |
| 6 | Reference check | |
| 7 | Net profit for the last 3 years (enclose proof) | |

i. Reference Checks: All the details of reference sites and contact persons requested for in Annexure 3 should be provided. The Bank, at its option, will contact these reference sites to obtain information on the solution and implementation. Bidders will co-ordinate with the reference site(s) and arrange the visits on request from the Bank. The costs incurred by the Bank's team for such visits, will be borne by the Bank.

- ii. The evaluation team may visit the reference sites and test sites of the bidder to evaluate the software for functionality as per the criteria mentioned above, technology used, performance, adaptability to future changes etc.
- iii. Availability of any additional features will not attract any additional advantage during technical evaluation.
- iv. Bidders technically complying with Banks specifications will be identified and their Commercial bids will be opened (or) will be informed to participate in the online reverse auction process.

Phase III - Commercial Evaluation

- Technically qualified Bidders alone will be individually intimated to participate in the opening of commercial bid (or) will be informed to participate in the online reverse auction process.
- Cost of optional items, if any, will not be included for evaluation purposes.
- The Bank's evaluation of a bid will take into account, in addition to the bid price quoted the following factors, if any –
 - > The cost of supply, installation, testing and commissioning of supplied systems, software and other hardware.
 - Annual Maintenance Costs for 4 years for Image capture software solution, after the initial warranty period of 1 year as quoted by the Bidder.
 - > Annual Maintenance Costs for 2 years for system and hardware, after the initial warranty period of 3 year as quoted by the Bidder.
 - > The cost of the other incidental services.
 - > Cost of inland transportation, insurance, and other costs within India incidental to delivery of the goods to their final destination.
 - ➤ The Bank will examine the quote to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the quote is generally in order.
 - Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its quote will be rejected.
 - > The Bank may waive any minor informality, non-conformity, or irregularity in a quote which does not constitute a material deviation.
 - Prior to the detailed evaluation, the Bank will determine the substantial responsiveness of quote document. For purposes of these Clauses, a substantially responsive quote is one which confirms to all the terms and conditions of the quote Documents without material deviations.

The Bank will be under no obligation to accept lowest or any other offer.

6.2 Payment Schedule for project

6.2.1 Payment schedule for Scanners:

On Delivery: 80% of the total cost price (exclusive of AMC) on delivery of goods and upon submission of documents as below.

i) A copy of the Supplier's Invoice showing order number, goods, description, quantity, unit price, total amount sent to the office.

- ii) Original Acknowledgement of receipt of goods from the Consignee in a copy of the invoice
- iii) Original of Transit and Storage-cum-erection policy.
- iv) Claim for Reimbursement of Octroi / entry tax paid, if applicable, should be made along with the claim for delivery payment by submitting the original Octroi / entry tax receipt. (Claim for reimbursement of octroi / entry tax at a later date will not be entertained)

The supplier's request(s) for delivery payment shall be made to HO:TMD in writing, accompanied by the above documents as per the terms of this purchase order.

On final acceptance: 20% of the total cost price (exclusive of AMC) upon submission of the claim supported by the Acceptance Certificate signed by the bank/bank's representative and Bidder's representative.

6.2.2 Payment schedule for Corporate Software License for image capture solution:

- 50% of the cost of corporate license on delivery, installation and customisation and live implementation of the required Software at Chennai clearing house and designated branches under the Chennai clearing house.
- 2) The balance 50% of the cost of corporate license will be paid for next three successful installation, customisation and live implementations at other CHI locations, in the ratio of 20%, 20% and 10% of cost of the software after live implementation at each CHI location respectively.

6.2.3 Payment schedule for CTS implementation for Branches/Offices.

40% on delivery, installation and commissioning at branches/offices.

40% on live implementation.

20% after 15 days of successful live operation to the satisfaction of the Bank.

Payment of one-time customisation charges

50% on live implementation

50% after 15 days of successful live operation to the satisfaction of the Bank.

Payment will be made upon submission of documents as below.

- i) A copy of the Supplier's Invoice showing order number, goods/services, description, quantity, unit price, total amount sent to the office.
- ii) Original Acknowledgement of receipt of goods/services from the Consignee in a copy of the invoice

The supplier's request(s) for payment shall be made to HO:TMD in writing, accompanied by the above documents as per the terms of this purchase order.

6.2.4 Payment of AMC Charges of Software and Scanners

AMC Charges for Software and Scanners are payable half yearly in advance centrally at HO:TMD upon submission of claim along with performance report of previous half year from the respective Service Branch/Nodal Branch.

6.3 System Acceptance Testing

Prior to live cutover, The Bank will require a period of time fixed to evaluate the complete solution. This evaluation period will be required to verify the application software operations and effectiveness. The Bidder will provide appropriate assistance for the system acceptance testing to the bank.

6.4 Unsatisfactory Performance

Based upon unsatisfactory performance of the Bidder software, The Bank retains the right to reject the system in its entirety during the evaluation period for a full refund.

6.5 Bank's Right to vary the quantities mentioned in the Bid

Bank reserves the right at the time of awarding the contract to increase or decrease by 25%, the quantity of goods and services originally specified in the bid without changing the unit price or other terms and conditions.

Annexure 1 - Proposal Format

1.1 Proposal Response Guidelines

Bidders should ensure that their proposals clearly set out all the information requested in the following sections as well as in the order.

Bidders must provide individual and factual replies to specific questions asked in the annexures.

References to sales or any other literature should be avoided even if the literature forms a part of the proposal.

All proposals must be duly stamped and signed by an authorised signatory for the Bidder on each page.

1.2 Proposal Format

This section provides the structure for Bidders to prepare their responses. Bidders are requested to follow this structure.

1. Technical Bid ("Technical Bid for supply, customisation, installation, training and implementation of Image capture and processing software solution and scanners for Cheque Truncation System)"

Bidders are requested to structure their technical proposals under the following sections:

Section I – Management Information Summary:

This section should be structured as follows:

Introduction

Summary of proposed systems

Bidder's role

Bio-data of Key professionals

Section II – Details of the Proposed Solution:

This section should be structured as follows:

Bidder Information

Compliance to all points mentioned in eligibility criteria

Bidder should submit **OEM Authorization Form** as per Annexure 7.

Application Software

Hardware and Operating System/System Software details/other software components required (indicative).

Delivery

Support and Training

Implementation

Customisation policy and support

Contractual Terms

Section III - Solution Questionnaire.

The completed Solution Questionnaire of relevant sections given in Annexure 2.

Section IV - Reference site details:

Quote minimum one reference site preferably within India, that may be contacted for a discussion on the system(s) proposed. Give the bank's/company's address and telephone number and the name and designation of the person(s) at each site that may be contacted to discuss the proposed systems.

All the details as requested in Annexure 3.

Section V - Functional and Technical Requirements:

The completed Functional and Technical Specifications in Annexure 4.

One Set of entire bid document along with subsequent clarifications and amendments, if any, should be submitted signed by the authorised signatory in all pages.

Section VI - Bid Security

Bid security in the form of Bank guarantee as per Annexure 5.

2. Commercial Bid ("Commercial Bid for supply, customisation, installation, training and implementation of Image capture and processing software solution and scanners for Cheque Truncation System")

Commercial Bid format as per Annexure 10.

2. Annexure 2 – Solution Questionnaire

2.1 Bidder Profile

(To be filled in by Bidder)

| General | |
|---|--|
| Company Name | |
| Date of Incorporation | |
| Holding Company or Parent Company (if any) | |
| Company's local (in India) address | |
| Contact details: Name, phone, fax and email | |
| Please provide details of ownership: private/public; ultimate parent; major shareholders. Any significant changes in ownership in the last two years? | |
| Who are the primary shareholders? (Also indicate major shareholders with percentage holding in case of limited companies) | |
| Number of years in business | |
| Number of years of experience in Cheque Truncation System in India | |
| Account Representative | |
| Address and Phone no | |
| Certifications | |
| Please provide details of quality process certifications (e.g. CMM, ISO etc., enclose a copy) | |
| Any other certifications, please specify | |
| Staff | |
| Total number of employees | |
| Total number of technical experts employed in Software development area | |
| Total number of technical experts employed in Project management area | |
| Validity of BID and Expiration Date | |
| Any pending or past litigation (within 3 years)? If yes, please explain with present status. | |
| Please also mention any claims / complaints received in the last three years. | |

2.2 General Product Information

| System Name | |
|---|--|
| Date of launch | |
| Date when first client site went live with name of client | |
| Current version and release date | |
| Whether the product i.e. Software for CTS is immediately ready with the bidder for implementation? (Yes/No) | |
| Details of - | |
| a. Clients using this software in Banks/ Financial organization | |
| b. Clients in India using this softwarec. Installations in the last financial year | |
| Largest customer for this product | |
| a. Name of the customer | |
| b. Number of offices/branches | |
| Is the source code available? | |
| Mention any other features of the product(s) / solution | |
| What major enhancements are planned? | |
| Describe any limitations on the use of the proposed products. | |
| What is the next scheduled major release of your software? | |
| How often are new versions released? | |
| Has there been a major rewrite of the proposed systems since the original? | |
| Indicate configuration of the Hardware / OS / RDBMS (mention with the version) and any other system software / third party software if required for running your application software | |
| Mention Backup and Retrieval procedure | |
| MIS report available in the Software. | |
| (The reports required by the bank as illustrated in Annexure 4 should be made available) | |
| Any other Software for CTS supplied to Banks / FIs, with product details, clients' name(s) and address(es) etc. | |

2.3 **Financial Position** (Enclose copy of audited statements)

(In Rs in Lakhs)

| | 2009-10 | 2008-09 | 2007-08 |
|-----------------------------|---------|---------|---------|
| Paid up Capital | | | |
| Tangible Net Worth | | | |
| Total Assets | | | |
| Total Sales (net of excise) | | | |
| PBDIT | | | |
| Profit after Tax | | | |

| Please attacl | า annual | reports | / | duly | audited | financial | statements | for | the | last | three |
|---------------|----------|---------|---|------|---------|-----------|------------|-----|-----|------|-------|
| financial yea | rs. | | | | | | | | | | |

| Date: Signature of Aut | horised Official with seal |
|------------------------|----------------------------|
|------------------------|----------------------------|

3 Annexure 3 - Reference Site Details

(Please furnish details of the reference sites where software related to Cheque Truncation System only has been implemented by the **Bidder himself**. Bidder should submit necessary documents as proof of the same)

| 1 | Company Name | |
|----|---|--|
| 2 | Company Address | |
| | | |
| | | |
| | | |
| 3 | Telephone Number | |
| 4 | Fax Number | |
| 5 | Contact Person's Name | |
| 6 | What is or was the contact person's role in the implementation / project? | |
| 7 | Name of the software implemented | |
| 8 | Name of the developer of the software | |
| 9 | State whether implemented / under implementation | |
| 10 | Date of commencement of implementation | |
| 11 | Date of completion / likely date of completion | |
| 12 | State number of offices/branches using the software | |
| 13 | State the number of users using the software. | |
| 14 | State, if any, ETL process to extract data from different data sources is implemented at this site. | |

4. Annexure 4 – Functional and Technical Requirements PART-I

| 7 | 2 | ٠ | 0 | • |
|---|---|---|---|---|
| _ | а | ι | ᆫ | |

The Chief Manager

HO: Expenditure Department Indian Bank Govindu Maligai , Ground Floor No.8, II Line Beach Chennai 600 001.

Dear Sirs,

Sub: Supply and installation of Image Capture and Processing Software Solution and Scanners for Cheque Truncation System.

Ref: Your Bid No. HO/TMD/PG/256/2010-11 dated 29/12/2010 @@@@@

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

(I) IMAGE CAPTURE AND PROCESSING SOFTWARE SOLUTION

a) Solution for Cheque Truncation System (CTS) in Indian Bank should include the following:

| SI No | Banks Requirement | Complied/ Complied | Not |
|----------|--|-----------------------|-----|
| 1 | Supply of Corporate license for outward clearing module, inward clearing module, Grid Module and archival & retrieval module of Cheque Truncation System software to be used by the Bank throughout India at any branch, at all CHI locations, in any model of implementation in the Bank. Corporate License quoted should cover Primary, Standby and DR setup at all CHI locations. | | |
| 2 | The Vendor shall provide the Software to the Bank under a specific, nonexclusive license. | | |
| 3 | Supply, installation, implementation, customization, configuration, integration, training, documentation, operationalisation and maintenance of Image-based Cheque Truncation System (CTS) Software for Indian Bank at all truncation points and service Branch locations as per the requirements of the Bank. | | |
| 4 | Supply, installation, implementation and maintenance of Image Capture and processing Solution Software at Service branch and for all other truncation points. | | |
| 5 | Supply, installation, implementation and maintenance of latest version of OEM supported standard RDBMS Database for Image Capture Solution Software at Service branch | | |
| 6 | Supply, installation, integration, operationalisation and maintenance of scanners and other hardware required for the solution at all truncation points. | | |
| 7 | The customisation and implementation of the inward clearing software to be done by the vendor when ever required by the Bank. | | |
| 8 | Training of two persons from each point of truncation and twenty five persons from service Branch and other offices on operational, technical and administration aspects of application and system software, Database and Hardware supplied under this bid. | | |

| 9 | Escrow - The Source Code of the Application Software will be | |
|---|---|--|
| | kept under a mutually acceptable Escrow agreement. The Source | |
| | Code and the related documentation will be updated and | |
| | maintained as required under the terms of the Escrow | |
| | agreement. All copies should be delivered in hard & soft media. | |
| | The cost of escrow agreement has to be borne by the bank and | |
| | software vendor equally. | |

b) Solution General Requirements:

| SI No | Banks Requirement | Complied/ Complied | Not |
|----------|---|-----------------------|-----|
| 1 | The bidder shall commit that the key personnel to be deployed for the project have been sufficiently involved in the similar implementations and that once assigned to the project will not be moved out of it. If any person is required to be shifted due to the reasons beyond the control of the bidder, a suitable substitute with same knowledge and experience is to be provided. | | |
| 2 | In the subsequent phases, when bank decides to expand cheque truncation to more branches, the hardware, scanners and other hardware required at branches would be provided by the Bank. The vendor has to support for software implementation. | | |
| 3 | The solution should include all the functionalities, specifications and requirements mentioned in this Bid document. Incomplete responses are liable for disqualification. | | |
| 4 | The successful bidder should provide complete documentation of the entire solution to be implemented that it proposes to provide to the Bank, which shall include the following: Technical/system manuals for all modules of CTS software to be supplied by the vendor; Technical/system manuals for the Service Branch System, Grid Module system (at the time of introduction), HUB locations and Branch locations. Service Branch systems, Presenting Branch Systems, Grid Module system (at the time of introduction) and Interface with the RBI CHI to be supplied by the Vendor, incorporating any Vendor customizations for the Bank Computer operations manuals for all the Systems and Applications Systems, covering at least the operations needed to start, run the system during the operational day, close it down, backup, restore, archive, recover from failures and transfer to the fallback site; User manual for the Presenting Bank Module, Hub Branch Module, Grid Module system (at the time of introduction) User manual for Drawee Bank Module User manual for the Service Branch command and control interface; including the changing of appropriate system parameters; and- Any technical manuals required for the operation of the various interfaces. All manuals shall be supplied in English, in three hard copies and soft copy. Vendor's method for updating documentation to reflect changes shall be explained. | | |
| 5 | Completeness of Implementation: The implementation will be deemed as incomplete if any component of the package is not delivered or is delivered but not installed/integrated and/or not operational or not acceptable to THE BANK after acceptance testing/examination. In such an event, the implementation will be termed as incomplete and it will not be accepted and warranty | | |

| | period will not commence. The package will be accepted after | |
|----|---|--|
| | complete commissioning of package and satisfactory working of | |
| | the entire software package. The Warranty period will commence | |
| | from the date of issue of project completion certificate from the | |
| | Bank. | |
| 6 | Implementation: Bidder's role in implementation will be as per the | |
| 0 | following activities: | |
| | | |
| | - Configuring the equipments / loading the operating | |
| | system as per the specific requirements of banking | |
| | application deployed by the bank | |
| | - Integrating the equipments with the LAN/WAN | |
| | infrastructure and other equipments purchased from | |
| | different vendors in co-ordination with them. | |
| | | |
| | Coordinating with the branches/ offices for obtaining | |
| | Road Permits, delivery, installation by coordinating with | |
| | other vendors, if required. | |
| | - Assists the Banks authorized representatives for | |
| | undertaking the inspection at their factory/ on site as | |
| | per the bank's instructions. | |
| | - Supply and installation of Image processing equipments | |
| | | |
| | at Service Branch, Chennai for application SW and | |
| | storing and retrieval software for displaying & printing | |
| | the images to branches & service branch. | |
| | Provision/installation of application for outward clearing | |
| | for 130 branches (presently). | |
| | - Similarly at other centre, application of Grid Module as | |
| | suggested by NPCI. | |
| | - Customization of software to CBS and other required | |
| | environments | |
| | | |
| | - System & Acceptance Testing | |
| | - User, process owner & IT training | |
| | - Pilot testing | |
| | - Live run. | |
| 7 | Training: Training needs to be provided to various teams of the | |
| | Bank personnel in the following areas | |
| | Full-fledged training on computer operations, scanner | |
| | operations and the application software | |
| | - Training in System Software, System Administration, | |
| | database Administration, etc. | |
| | - Training on fault reporting procedures for the proposed | |
| | SOFTWARE. | |
| | | |
| | - User training. | |
| | On the job training to Officers/clerks Training to Customs Administrators | |
| | Training to System Administrators. The state of the | |
| | Training to the bank employees should be imparted at the place | |
| | suggested by the Bank | |
| 8 | Schedule: The Bidder shall be responsible for delivery and | |
| | installation of the customized package ordered, other required | |
| | software components and scanners at the site within 4 weeks | |
| | from the date of purchase order and within next 2 weeks solution | |
| | has to be implemented on the locations identified by the Bank. | |
| 9 | At the discretion of The Bank, there will be an acceptance test | |
| | conducted by the bidder in presence of The bank officials and/or | |
| | its nominated consultants after installation of complete package. | |
| | In case of serious discrepancy in software package supplied, The | |
| | | |
| | Bank may cancel the entire purchase order and return them back | |
| 10 | to the bidder at bidder's costs and risks. | |
| 10 | Technical maintenance support: Activities in the area of | |
| | maintenance and support would be as follows : | |

Software maintenance & trouble shooting Providing more functionality Enhancement could consist of the following: Rectification's of Software audit feedback. Periodic enhancement based on feedback/ requirements of user/RBI. Enhancements / changes in the package to make it fully and effectively functional. 11 Change Control Procedures should be employed whenever The Bank communicates any additions and modifications of the respective documents as and when changes are suggested by RBI or by The Bank. This has to be effected in a time bound manner i.e. 15 days/or the cut-off date given by RBI which ever is earlier. Help Desk: The vendor has to provide off site help desk after the 12 project completion. Problems should be attended to within 2 hours of reporting the same at the Bank's sites. Vendor's Responsibility: Any proposal that includes the 13 software/Hardware of other companies (OEMs) should contain a statement that the vendor intends to act as the main contractor for the delivery, Customisation, Installation, Implementation, and other support requirements of the entire system. An authorised corporate official legally capable of binding the vendor must sign proposals. The vendor will be responsible for the following but not limited to: Design and development of the solution Design and development of system modifications/customisations as indicated in the response Parameterisation Initial and thorough testing of the software systems Providing agreed software solution components Providing required environmental software with required number of licenses **Systems Integration** Installation of the proposed solution components Training of users and technical persons Post implementation support Successful system implementation with guaranteed performance Version management Providing of necessary documentation for the version of the software supplied to the bank (User Manuals, System Manuals, Operations manuals etc.) Design, development and implementation of future software enhancements including updates documentation and follow-up training. 14 In case of failure to comply with these Terms of Service, the Bank reserves its right to charge a Penalty for delay. Penalty for delay: For any delay in installation and implementation 15 of the software package, THE BANK will charge penalty @ 0.5% of the order value per week or part thereof, subject to a maximum of 10% of the order value. Thereafter the order may be cancelled

| | and amount paid may be recovered with 1.0% interest per | |
|----|--|--|
| | month. However, the Bank reserves the right to cancel the order over and above charging penalty. | |
| 16 | If the operating system(OS) version, database version which are being quoted for Image capture solution software are not supported by OEM, vendor has to migrate the OS, database to latest tested OS, database versions and provide image capture solution software compatible to the latest supported OS, Database without any additional cost to the Bank during the warranty and AMC period. | |
| 17 | Onsite Support during warranty & AMC period for software, hardware and database supplied under this project in coordination with Database and Hardware OEM. (No remote access will be allowed to Bank's WAN. Onsite support is mandatory for warranty and AMC Period). | |
| 18 | 24/7 Support with 99% Uptime for the all the quoted hardware and software annually. | |
| 19 | Vendor has to quote Annual Maintenance Cost for Two years after the initial warranty period of 3 years for all hardware and AMC of four years for Image capture solution software after initial warranty of one year. | |
| 20 | The Vendor has to install all the hardware and other softwares supplied under this bid. | |
| 21 | Vendor has to provide necessary assistance to the bank for bank's co-ordination with other application software provider like M/s. NCR Corporation India Pvt Ltd etc., to solve problems involving the hardware equipments and software for successful operation of banks Cheque Truncation System. | |
| | As and when Database Patches are announced, vendor has to inform the bank and install the same without any financial implications both during Warranty and AMC period. | |
| | Any future releases/upgrades of Database to be installed/re-installed/upgraded without any financial implications during Warranty and AMC period. | |
| 22 | Vendor has to provide technical documents, brochure etc for all the items quoted to prove future scalability requirements | |
| 23 | Vendor has to provide single point of support for Software, hardware, database, system software and other components quoted. | |
| 24 | All the hardware and other devices quoted should be with onsite support both during Warranty and AMC period. | |
| 25 | Documentation of installation has to be provided after successful installation. | |
| 26 | During implementation, the vendor's personnel (trained software engineer) should be available at Service Branch, Chennai where CHI is to be installed. During the Grid implementation, the vendor's personnel have to train the personnel of Grid centre and also train the service branch, Chennai staff in Grid Module. | |
| 27 | The trained engineer of the software vendor should be made available on-site at service branch for support for one year after successful implementation of the software. The date from which this on-site support starts will be decided by the bank and software vendor on mutual basis. | |
| 28 | The software has to be customized as per the requirements of the Bank. | |

| 29 | The bidder should create a test plan, test environment and data with the help of the Bank to test the functioning of the software before implementation. The test has to be carried by the vendor by implementing the software in 10-15 branches and service branch after customization. | |
|----|--|--|
| 30 | The software will be subjected to various audits. | |
| 31 | Rectification of deficiencies, if any, pointed out in Audits during implementation has to be carried out by the bidder without any additional cost to the bank. | |
| 32 | After implementation, if any deficiencies pointed by auditor to be rectified by the bidder without any additional cost to the bank. | |

The vendors should provide a response to the functional requirements, which could be any one from the following categories – **(R)** Readily Available, **(C)** Customisable or **(N)** Not available. Please respond in accordance with the following guidelines.

Readily Available: The system that will be delivered currently supports this function without further enhancement or the use of either programming or user tools, i.e. included in the base package.

Customisable: The function would require custom modifications to the system, by vendors' programming staff, at the base price (License charges and customisation charges as mentioned in commercial Bid) without any additional cost. The customisation needs to be done before implementation. The customisation items mean a change/modification to the base software done by the vendors. Vendors should not expect the bank users to modify or add on to the base software using toolkits etc. for functionality not available as 'Standard' in the proposed base version of the software.

Not available: The function does not exist in the current system and is not scheduled for release in an update within the next calendar year and not feasible for customisation also.

The response should be given by marking under the category, which will apply to the requirement. Where a response requires explanation, provide the explanation in the 'Remarks' column or on a separate page, if necessary, with reference to the requirement number.

Image-based Cheque Truncation System (CTS) Software

A) General Specifications

| SI. No | Banks Requirement | Readily Available | Customi sable | Not Available | Remarks |
|-----------|--|----------------------|------------------|------------------|---------|
| 1 | The application software should be capable of catering to: | | | | |
| | i) Cluster and Decentralized model of truncation at branch level and cluster level for outward clearing | | | | |
| | ii) Provision of all application screens from the time of scanning to digitally signing the image files and data files from Local LAN only. WAN bandwidth should be utilised only for transmitting the digitally signed image and data files | | | | |

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| | | to service branch consolidation server. | | | |
| | iii) | Centralised Inward Clearing models. Inward clearing module licence only to be provided. | | | |
| | iv) | The Image capture and processing software solution should work with latest version of OEM supported standard RDBMS Database software at Service branch. (Please inform what is the database proposed in this solution) | | | |
| | v) | The software to be installed as a part of the solution in service branch should work on 64-bit Windows 2008 Server operating system. | | | |
| | vi) | All modules should be parameter based with proper user / checker authentication system | | | |
| | vii) | Centralised Archival and retrieval of images (both inward & outward) including displaying of images at branches as per the request of the branch. The search and retrieval system should be menu based and web based. | | | |
| | viii) | The software should be scanner independent and should support all scanners with parameter changes only. The parameter changes that are required should be made available to the bank free of cost at any time while software is in use by the bank. The manner in which the changes have to be made should be properly documented and given to the bank | | | |
| 2 | of outw Cher | solution should be capable handling around 100000 ward cheques per day at mai Clearing House even if he cheque images and data | | | |

| | files are received during the last | | |
|---|------------------------------------|--|--|
| | one hour of clearing session. | | |
| _ | | | |
| 3 | The system / software should | | |
| | not take more than 3 minutes | | |
| | for preparing an XML file of 250 | | |
| | instruments in the consolidation | | |
| | server at Service Branch. | | |
| 4 | The solution is to be capable of | | |
| | adding more number of | | |
| | branches in Chennai and other | | |
| | centres under Grid system when | | |
| | the system is extended to other | | |
| | centres after successful | | |
| | implementation at Chennai. | | |
| 5 | The solution should be modular | | |
| | and integrated on industry | | |
| | standard platforms to match the | | |
| | functionality requirements | | |
| | specified in this document. | | |
| 6 | The solution should include | | |
| | provision of an Interface with | | |
| | Bank's Core Banking System | | |
| | (CBS) application as per the | | |
| | requirements of the Bank for all | | |
| | purposes including credit, return | | |
| | etc. | | |
| 7 | Provision to include all | | |
|] | requirements in the software as | | |
| | specified by RBI, NPCI and any | | |
| | other agency during | | |
| | implementation and at any time | | |
| | during the usage of the software | | |
| 1 | by the Bank. | | |
| | טין נוופ טמווג. | | |

B. Functional Specifications of Outward Clearing Module

| SI. No | Banks Requirement | Readily Available | Customi sable | Not Available | Remarks |
|-----------|--|----------------------|------------------|------------------|---------|
| 1 | The software should provide total solution for scanning, data entry, balancing and truncating the cheques as per RBI specifications and onward submission through network using CHI (Clearing House Interface) provided by RBI / NPCI. | | | | |
| 2 | Software should capture the images of the full cheque (front and back) including the full MICR band (Magnetic Ink Character Recognition) line of the cheques to be truncated. | | | | |
| 3 | With this software the presenting Branch (i.e. branch presenting the instruments to the Service Branch for | | | | |

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| | settlement) should be able to | | | | |
| | perform all the functions of | | | | |
| | image capture, Data entry, | | | | |
| | verification, authorisation and | | | | |
| | digitally signing the Image and | | | | |
| | Data files generated for each | | | | |
| | cheque. | | | | |
| 4 | Software should have a | | | | |
| 4 | | | | | |
| | provision at Presenting Branch, | | | | |
| | Hub Branch and Service Branch | | | | |
| | for performing data entry of | | | | |
| | additional fields (like Account | | | | |
| | Number, date and Amount), | | | | |
| | Reject Repair and Balancing. | | | | |
| 5 | The software shall support | | | | |
| | maker-checker concept along | | | | |
| | with the log | | | | |
| 6 | The digital signature has to be | | | | |
| | applied automatically on | | | | |
| | completion of checking and send | | | | |
| | the file to Service Branch | | | | |
| | | | | | |
| _ | (approval). | | | | |
| 7 | The quality of the image shall be | | | | |
| | prompted to the checker | | | | |
| | indicating the verification of the | | | | |
| | image quality defects, if any. | | | | |
| 8 | The software should have the | | | | |
| | facility of capturing the file in a | | | | |
| | CD to be handed over to Service | | | | |
| | branch or to be sent through | | | | |
| | another branch. | | | | |
| 9 | The scanner should print a one | | | | |
| | line endorsement on the back of | | | | |
| | the cheque prior to/at the time | | | | |
| | of imaging of the cheque. | | | | |
| 10 | The software should support | | | | |
| 10 | | | | | |
| | importing of images scanned at | | | | |
| | different locations along with the | | | | |
| | data (Outsourced vendor for | | | | |
| | scanning) for onward | | | | |
| | transmission to service branch | | | | |
| | with verification of the images | | | | |
| | and data at the Branch. | | | | |
| 11 | The software should have the | | | | |
| | facility to identify and display | | | | |
| | the Ultraviolet Bands in the | | | | |
| | cheques detected by scanners. | | | | |
| 12 | The software should have the | | | | |
| _ | facility to display the areas | | | | |
| | detected by the scanner where | | | | |
| | Ultra Violet Ink is erased or | | | | |
| | tampered | | | | |
| 13 | The software should prompt the | | | | |
| 13 | | | | | |
| | Absence of Ultra Violet band in | | | | |
| | the cheques. | | | | |

The functional specifications of the software are given below:

CLUSTER and DECENTRALISED MODEL

| SI. No | Banks Requirement | Readily Available | Customi sable | Not Available | Remarks |
|-----------|---|----------------------|------------------|------------------|---------|
| 1. | The branch/client software should work on Desktops with windows XP OS or above | | | | |
| 2. | The maker at the branch level should be able to scan the cheques | | | | |
| 3. | Facility to capture images by multiple users within the branch. | | | | |
| 4. | Facility has to be provided to predetermine the number of cheques for each batch by the maker | | | | |
| 5. | Cheques are to be arranged in the order of scanning and marked the batch number and date. To arrange the cheques in the order of scanning, the sequence number with unique identity to be printed with endorsement while scanning. | | | | |
| 6. | The structure of the Endorsement on the back of the cheque should be as follows: a. Date - 8 character ddmmyyyy b. Clearing Type - 2 character c. CBS Code of scanner - 5 ch +scanner no. 2 ch - Run No. + 6 ch - Sequence No. d. Presenting Branch - 9 characters e. Drawee Bank - 9 character f. Total Length of Endorsement = 41 characters. (The contents of the endorsement should be as per the requirement of RBI / NPCI) | | | | |
| 7. | There should be provision for multiple endorsements | | | | |
| 8. | Facility to be provided to segregate the already endorsed cheques and scanned separately for endorsing in difference place. | | | | |
| 9. | The endorsement number has to be stored in database along with the other details | | | | |
| 10. | The scanner shall support up to four lines of endorsement | | | | |
| 11. | The scanner should not scan two instruments at a time. i.e scanning front side of one | | | | |

| | | T | T | T | |
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| | cheque and rear side of another | | | | |
| | cheque | | | | |
| 12. | The scanner should read MICR | | | | |
| | data, print endorsement, | | | | |
| | capture front grey scale, front | | | | |
| | and back black and white | | | | |
| | images in a single pass. | | | | |
| 13. | The system shall provide for | | | | |
| | capabilities for branches to track | | | | |
| | the status of the files/images | | | | |
| | sent to/ received from the | | | | |
| | Service Branch. | | | | |
| 14. | The individual Images and the | | | | |
| | MICR Line data as well as their | | | | |
| | respective files will have to be | | | | |
| | digitally signed using the Public | | | | |
| | Key Infrastructure and | | | | |
| | conforming to the requirements | | | | |
| | of the Information Technology | | | | |
| | Act, 2000 and subsequent | | | | |
| | amendments. | | | | |
| 15. | The back and front images are | | | | |
| | to be displayed in the same | | | | |
| | window | | | | |
| 16. | The data entry screen is to be | | | | |
| | provided below the images with | | | | |
| | the facility to enter the account | | | | |
| | number, date and amount | | | | |
| 17. | After entering the account | | | | |
| | number, the software has to | | | | |
| | check the correctness of the | | | | |
| | account number based on the | | | | |
| | check digit logic provided by the | | | | |
| 10 | bank | | | | |
| 18. | If the account number is correct | | | | |
| | as per the logic provided by the | | | | |
| | bank, the account name has to | | | | |
| | be displayed by fetching the | | | | |
| | same from the file given by the | | | | |
| 19. | bank or through the The date has to be validated for | | | | |
| IJ. | stale or post dated | | | | |
| 20. | The amount has to be validated | | | | |
| 20. | with numeric and null | | | | |
| 21. | After data entry, facility should | | | | |
| | be available to the maker to | | | | |
| | correct the scanned details like | | | | |
| | MICR code, Cheque No etc which | | | | |
| | are not scanned properly. Those | | | | |
| | incorrect scanned details are to | | | | |
| | be highlighted. | | | | |
| 22. | The duplicate entry or duplicate | | | | |
| | cheque has to be distinctly | | | | |
| | displayed | | | | |
| 23. | If the MICR code relates to | | | | |
| _5. | intra-bank code, the software | | | | |
| | should not allow the | | | | |
| | scanning of cheques | | | | |
| 24. | The facility has to be provided to | | | | |
| | me radine, has to be provided to | I | <u>I</u> | I . | <u> </u> |

| | | | | | 1 |
|----------------|---|---|---|---|---|
| | the MAKER to modify details of | | | | |
| | any cheque by giving the cheque | | | | |
| | number or serial number before | | | | |
| | the checker authorizes the | | | | |
| | same. | | | | |
| 25. | The consolidated number of | | | | |
| | error cheques with breakup of | | | | |
| | MICR code error, cheque no | | | | |
| | error, account no error, status of | | | | |
| | images etc to be displayed. | | | | |
| 26. | The batch number, scanned | | | | |
| 0. | cheques in that batch, amount | | | | |
| | etc are to be displayed | | | | |
| 27. | The facility has to be provided to | | | | |
| 27. | | | | | |
| | the checker to check the details | | | | |
| | of scanned cheques either batch | | | | |
| | wise or maker wise | | | | |
| 28. | The screen has to display both | | | | |
| | the images and all details i.e. | | | | |
| | data entry details and scanned | | | | |
| | details including the name | | | | |
| | fetched from Bank's file. The | | | | |
| | software should allow the | | | | |
| | checker to modify any of the | | | | |
| | above details if required except | | | | |
| | the name fetched from the | | | | |
| | Bank's file. | | | | |
| 29. | At the time of generating XML | | | | |
| | file if any details are not | | | | |
| | available/not correct to generate | | | | |
| | xml file, software should prompt | | | | |
| | the CHECKER for correct details | | | | |
| 30. | After authorized by the checker, | | | | |
| J | the necessary files have to be | | | | |
| | generated with digital signature. | | | | |
| 31. | Facility has to be provided to | | | | |
| J 1. | reject the cheque if the checker | | | | |
| | so requires. | | | | |
| 32. | The following details are to be | | | | |
| J2. | displayed whenever the maker | | | | |
| | | | | | |
| | or checker required a. number of files sent to | | | | |
| | | | | | |
| | | | | | |
| | authorization | | | | |
| | b. number of cheques pending | | | | |
| | for authorization | | | | |
| | c. number of files pending for | | | | |
| | transferring to service branch | | | | |
| | after authorization | | | | |
| 33. | The images and data would be | | | | |
| | transmitted to Service Branch | | | | |
| | via the network. The software | | | | |
| | shall have the capability to | | | | |
| | transmit files in batches of | | | | |
| | 25/50/100 instruments (images | | | | |
| | and data) or in real time i.e. | | | | |
| | instrument by instrument | | | | |
| | (images and data) | | | | |
| 34. | Each batch should have a control | | | | |
| - _ | | 1 | 1 | 1 | |

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|-----|-------------------------------------|---|---|--|
| | total of the amount and control | | | |
| | total of the number of cheques | | | |
| | which should be displayed to the | | | |
| | checker before authorization. | | | |
| 35. | At time of sending the file either | | | |
| | in batches or one by one, | | | |
| | software has to tally the images | | | |
| | available in the particular batch | | | |
| | or file with the data file sending | | | |
| | | | | |
| | in the same batch or data file. | | | |
| | i.e data should belong to the | | | |
| | images | | | |
| 36. | Facility to copy authorized and | | | |
| | digitally signed files to a | | | |
| | CD/DVD should be available, if | | | |
| | the files could not be sent to the | | | |
| | service branch online. | | | |
| 37. | The reports are to be generated | | | |
| | as per requirement of the bank. | | | |
| | The details of reports required | | | |
| | and the number of reports will | | | |
| | be decided at the time of | | | |
| | customization. Minimum | | | |
| | required reports should be made | | | |
| | available before customization. | | | |
| 38. | The structure of the data and | | | |
| 56. | | | | |
| | various fields and its implications | | | |
| | are to be provided to the bank | | | |
| | to enable them to design their | | | |
| | own reports in case of | | | |
| | requirement in future | | | |
| 39. | Facility has to be provided to | | | |
| | scan the cheques and do the | | | |
| | data entry for other branches. | | | |
| | These images and data have to | | | |
| | be sent separately with the code | | | |
| | of the other branch. | | | |
| 40. | Facility has to be provided to | | | |
| | scan the cheques of HOME | | | |
| | branch and OTHER branches | | | |
| | simultaneously if there are more | | | |
| | scanners.(for scanning the | | | |
| | cheques in the nearest branch if | | | |
| | the system failed in one branch) | | | |
| 41. | Facility should be available to | | | |
| | prepare a return memo with the | | | |
| | date of return by the branches | | | |
| | based on the return file received | | | |
| | from CHI server | | | |
| 42. | | | | |
| 72. | The return file to be displayed in | | | |
| | the branch should have cheque | | | |
| | number, sequence number and | | | |
| 42 | endorsement number. | | | |
| 43. | Details of the paper to follow | | | |
| | cheques should be displayed at | | | |
| | the branch while scanning the | | | |
| | cheques. | | | |
| 44. | Facility for making a particular | | | |
| | cheque "Paper to follow" should | | | |

| | be made available | | |
|-----|---|--|--|
| 45. | CHI rejected cheques should be | | |
| | displayed at the service branch. | | |
| 46. | Balancing feature should be | | |
| | available in the software. | | |
| 47. | The scanner or software should | | |
| | separate the cheques which are | | |
| | already-endorsed | | |
| 48. | Separate scanning facility has to | | |
| | be provided for scanning | | |
| | already-endorsed cheques | | |
| 49. | The synchronization/ | | |
| | confirmation of image and data | | |
| | received by service branch from branches to be maintained | | |
| | in real time basis | | |
| 50. | The display menu is to be | | |
| 30. | provided at branches about the | | |
| | confirmation of the data/image | | |
| | receipt at service branch | | |
| 51. | Facility has to be provided to | | |
| | scan the cheques of other | | |
| | branches by giving their branch | | |
| | identity | | |
| 52. | Facility should be available in | | |
| | the software to scan the cheques | | |
| | of multiple branches | | |
| | simultaneously when multiple | | |
| | scanners are provided. | | |

CONSOLIDATED SERVER SOFTWARE AT SERVICE BRANCH

| SI. No | Banks Requirement | Readily Available | Customi sable | Not Available | Remarks |
|-----------|--|----------------------|------------------|------------------|---------|
| 1. | The software should work on 64-bit Windows 2008 server OS or above. | | | | |
| 2. | The files received from branches have to bundled and sent to CHI server automatically after storing all the details of the files in the Service branch server | | | | |
| 3. | The software should validate the data and the images of the files received from branches by the unique key numbers and other consistency checks like images and data file match, image quality verification etc. The software should verify that the complete data for each image has been received and also each data having corresponding image. | | | | |
| 4. | The software should carry out validations on the outward cheques based on the information received from CHI | | | | |

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| | like bank branch holidays etc. | | | |
| | And remove such cheques from | | | |
| | being presented to CHI. | | | |
| 5. | The facility should be available | | | |
| | to verify the branch wise files | | | |
| | sent to CHI, number of cheques | | | |
| | of each branch, total amount of | | | |
| | each branch. A screen should be | | | |
| | available in the software at | | | |
| | service branch to monitor the | | | |
| | same | | | |
| 6. | Facility should be available to | | | |
| 0. | | | | |
| | monitor all the details including | | | |
| | the images of the rejected | | | |
| | cheques from CHI. | | | |
| 7. | Facility should be available to | | | |
| | rectify the errors in CHI rejected | | | |
| | items and resubmit them to CHI. | | | |
| 8. | If errors could not be rectified | | | |
| | for CHI rejected images, facility | | | |
| | should be available to return the | | | |
| | same to respective branches. | | | |
| 9. | The amount and the number of | | | |
| | cheques to be reduced for | | | |
| | respective branches based on | | | |
| | CHI rejections which could not | | | |
| | be rectified | | | |
| 10. | Facility should be available to | | | |
| | view branch-wise list of all items | | | |
| | under Paper-to-Follow category | | | |
| | for all the branches. | | | |
| 11. | Facility should be available to | | | |
| | include any branch in any hub | | | |
| | location for scanning of cheques. | | | |
| 12. | Facility should be available to | | | |
| | know the cheques scanned by | | | |
| | branches in other branches. i.e. | | | |
| | apart from HUB | | | |
| 13. | After sending the cheques to the | | | |
| 13. | CHI, the facility should be | | | |
| | | | | |
| | | | | |
| | ' | | | |
| | generate one file (trickle feed | | | |
| | file) as per the structure | | | |
| | provided by the Bank containing | | | |
| | details of all the cheques | | | |
| | successfully sent to CHI (after | | | |
| | reading the Acknowledgement | | | |
| | files received from RBI) | | | |
| 14. | The paper to follow details and | | | |
| | CHI rejected details should be | | | |
| | available in the order of | | | |
| | branches. | | | |
| 15. | As per the requirement of the | | | |
| | Bank , the reports should be | | | |
| | generated for the Service branch | | | |
| | and reports should be pushed to | | | |
| | the branches | | | |
| 16. | After receiving the return file | | | |
| | - | | | |

| | former than CLIT than make one file | I | <u> </u> | | <u> </u> |
|----------|---------------------------------------|---|----------|---|----------|
| | from the CHI, the return file | | | | |
| | should be generated as per the | | | | |
| | structure provided by the bank | | | | |
| 17. | Balancing feature should be | | | | |
| | available in the software | | | | |
| 18. | The software should have the | | | | |
| | provision to carry out clearing | | | | |
| | cycle-wise balancing. | | | | |
| 19. | The software should consolidate | | | | |
| | all the images and XML data | | | | |
| | received and make batches to be | | | | |
| | forwarded to the CHI as required | | | | |
| | by RBI/NPCI. | | | | |
| 20. | The Service Branch will receive | | | | |
| | the images and the XML data | | | | |
| | from all the branches for | | | | |
| | outward clearing. The image file | | | | |
| | and XML file should have the | | | | |
| | unique key / identifier to identify | | | | |
| | and link the image file with its | | | | |
| | XML data file as well as for any | | | | |
| | other cross reference which may | | | | |
| | be required for the entire | | | | |
| | clearing process using truncation | | | | |
| | as also any post-processing | | | | |
| | reconciliation. | | | | |
| 21. | The software should receive the | | | | |
| | files containing the XML data file | | | | |
| | and images file from the various | | | | |
| | branches. The files can be | | | | |
| | received in batches or one by | | | | |
| | one and aggregated or directly | | | | |
| | processed and sent to CHI | | | | |
| | server | | | | |
| 22. | The individual images and the | | | | |
| | XML data file will have to be | | | | |
| | verified for the digital signature | | | | |
| | by the software. | | | | |
| 23. | The software should produce | | | | |
| | exception report/s for excess / | | | | |
| | short images, excess / short | | | | |
| | data and forward them to the | | | | |
| | presenting branch in a message | | | | |
| | based interface. | | | | |
| 24. | The XML data and images files | | | | |
| | will be sent to the CHI for | | | | |
| | onward transmission to | | | | |
| | RBI/NPCI. Before the XML data | | | | |
| | and images are forwarded to the | | | | |
| | CHI, consistency checks like | | | | |
| | images and data file match, | | | | |
| | image quality verification, | | | | |
| | availability of the entire data for | | | | |
| | each image shall have to be | | | | |
| | done. | | | | |
| 25. | The software should have | | | | |
| | enquiry facilities which will | | | | |
| | interface with the CHI module to | | | | |
| <u> </u> | enable tracking of the status of | | | | |
| | · · · · · · · · · · · · · · · · · · · | • | • | • | |

| | the batches submitted by branches. | | |
|-----|---|--|--|
| 26. | Detailed message/file formats for the system should be developed by the successful bidder during the technical design phase of the development. The Vendor's response should outline the message/file types and formats it would use in its system. Message/file formats must be SWIFT/ANSI/ISO/International Standards/SFMS/Industry Standards compatible. | | |

ARCHIVAL AND RETRIEVAL

| SI. No | Banks Requirement | Readily Available | Customi sable | Not Available | Remarks |
|-----------|---|----------------------|------------------|------------------|---------|
| 1 | The system has to store automatically all the images and data received (inward clearing) from CHI server and sent (outward clearing) to CHI server including rejected images. | | | | |
| 2 | The system has to store automatically all the images and data received (inward clearing) from CHI server and sent (outward clearing) to CHI server including rejected images. | | | | |
| 3 | Web based menu driven Facility has to be provided to take the print or view any image including inward clearing image by providing any one detail of the cheque number, sequence number or endorsement number for outward clearing (front, back, grey images) | | | | |
| 4 | The data and images are to be archived as per the requirement of the Bank | | | | |
| 5 | Reports also to be stored if required by the bank | | | | |
| 6 | Facility is to be provided to see the status of the cheque both inward and outward passed or returned – by providing any details like amount, date, cheque no etc | | | | |

Optional specifications (80% should be either readily available or customizable)

| SI. No | Banks Requirement | Readily Available | Customi sable | Not Available | Remarks |
|-----------|---|----------------------|------------------|------------------|---------|
| 1. | At the time of scanning the already-endorsed cheques, software has to verify whether it is available in the data base of the branch (3 days). If Possible, the software has to verify the database available in the Service branch. At the time of verifying the database, if the cheque details are available and not marked as return or rejection, caution has to be displayed | | Subject | | |
| 2. | The return file has to be updated in the database available in the service branch server and branch server (3 days) | | | | |
| 3. | The software should update the branch system with the CHI information received from RBI and validate the scanned cheques as per CHI information. | | | | |
| 4. | The Grid Module solution should be as per the guidelines of NPCI. | | | | |
| 5. | The solution should be capable of handling a large volume of 200000 outward cheques per day at each CHI location when the Grid Module system is introduced by RBI. | | | | |

(II) SPECIFICATIONS OF THE SCANNERS

a. SPECIFICATIONS AND FEATURES OF THE SCANNERS AT SERVICE BRANCH (2 Nos.)

Make: Model:

| SI.No | Specification | Complied/Not Complied with relevant details |
|-------|---|---|
| 1. | The Scanner should be capable of scanning a minimum of 120 cheques per minute at Service Branch. | Mention DPM Speed: |
| 2. | Capacity of Auto Feeder minimum of 100 Sheets at service Branch | Mention Capacity of Automatic Feeder: |
| 3. | The scanner should have two output bins, one for scanned cheques and another for rejected cheques | Mention No. of output bins: |
| 4. | Product life should be minimum of 20,00,000 item scans | |
| 5. | Support for Resolution of 100 dpi and 200 dpi | Mention Resolution supported: |
| 6. | The scanner should support JFIF image format with JPEG compression Technology | |

| | and TIFF image format with CCITT G4 compression Technology | |
|-----|---|------------------------|
| 7. | The scanner should be compatible with Windows XP SP3 or above | List of compatible OS: |
| 8. | The scanner should print a one line endorsement on the back of the cheque prior to/at the time of imaging of the cheque. | |
| 9. | There should be provision for multiple endorsements | |
| 10. | Facility to be provided to segregate the already endorsed cheques and scanned separately for endorsing in difference place. | |
| 11. | The scanner shall support up to four lines of endorsement. | |
| 12. | The scanner should not scan two instruments at a time. i.e scanning front side of one cheque and rear side of another cheque | |
| 13. | The scanner should read MICR data, print endorsement, capture front grey scale, front and back black and white images in a single pass. | |
| 14. | The scanner should have the facility to identify the Ultraviolet Bands in the cheques | |
| 15. | The scanner should have the facility to find areas where Ultra Violet Ink is erased or tampered. | |
| 16. | The scanner should have the facility to find Counterfeit/Fraud/Doctored Cheques | |
| 17. | All accessories including the Indian condition power cords needs to be supplied. | |
| 18. | The printer provided should be compatible with USB 2.0 technology and USB interface cable to be provided | |

b. SPECIFICATIONS AND FEATURES OF THE SCANNERS AT BRANCH LOCATION (80 Nos.)

Make: Model:

| SI.No | Specification | Complied/Not Complied with relevant details |
|-------|---|---|
| 1. | The Scanner should be capable of scanning a minimum of 60 cheques per minute at Branches Locations. | Mention DPM Speed: |
| 2. | Capacity of Auto Feeder minimum of 50 Sheets at Branch and Hub Locations | Mention Capacity of Automatic Feeder: |
| 3. | The scanner should have two output bins, one for scanned cheques and another for rejected cheques | Mention No. of output bins: |
| 4. | Product life should be minimum of 20,00,000 item scans | |
| 5. | Support for Resolution of 100 dpi and 200 dpi | Mention Resolution supported: |
| 6. | The scanner should support JFIF image format with JPEG compression Technology and TIFF image format with CCITT G4 | |

| | compression Technology | |
|-----|---|------------------------|
| 7. | The scanner should be compatible with Windows XP SP3 or above | List of compatible OS: |
| 8. | The scanner should print a one line endorsement on the back of the cheque prior to/at the time of imaging of the cheque. | |
| 9. | There should be provision for multiple endorsements | |
| 10. | Facility to be provided to segregate the already endorsed cheques and scanned separately for endorsing in difference place. | |
| 11. | The scanner shall support up to four lines of endorsement. | |
| 12. | The scanner should not scan two instruments at a time. i.e scanning front side of one cheque and rear side of another cheque | |
| 13. | The scanner should read MICR data, print endorsement, capture front grey scale, front and back black and white images in a single pass. | |
| 14. | The scanner should have the facility to identify the Ultraviolet Bands in the cheques | |
| 15. | The scanner should have the facility to find areas where Ultra Violet Ink is erased or tampered. | |
| 16. | The scanner should have the facility to find Counterfeit/Fraud/Doctored Cheques | |
| 17. | All accessories including the Indian condition power cords needs to be supplied. | |
| 18. | The printer provided should be compatible with USB 2.0 technology and USB interface cable to be provided | |

Details of Database software offered as a part of the solution

| S.No. | Item | Details |
|-------|--|---------|
| 1. | Mention the name of Database software | |
| 2. | Mention the name of Database edition | |
| 3. | Mention the Database version details | |
| 4. | Quantity of Database processor licenses offered | |
| | to be installed in a server cluster (Each server | |
| | has 2 Nos. of intel Xeon Six Core Processors) | |

Compliance to eligibility criteria

| Item | Complied/ Not Complied |
|--|---------------------------|
| (i) The bidder should be a limited company and should be in existence | |
| in India for a minimum of three years (proof to be submitted) | |
| (ii) Bidder should be the owner of the Cheque Truncation Application | |
| Software and Consortium of Bidders is not eligible (proof to be submitted). | |
| (iii) Bidder should be earning net profit for the last three years (Proof to | |
| be submitted). | |
| (iv) The Bidder must have minimum average annual turnover of Rs. 10.00 crores during last three financial years (Proof to be submitted). | |

| (v) Bidder should have directly implemented the solution for Cheque Truncation System (CTS) in Delhi for a minimum of two Banks having a minimum of 25 Branches under CTS with the software offered in response to this bid. Bidder should submit documents in support of this compliance. | |
|--|--|
| (vi) Letter mentioning satisfactory completion of the project and satisfactory post-implementation support should be submitted from the two Banks specified in item (v) above signed by an authorised officer of the Bank. | |
| (vii) The software should have been developed as per accepted standards and tested including stress test (benchmark). Bidder should submit documents in support of this compliance. | |
| (viii) The software should have the capability to interface with Bank's existing CBS application software. | |
| (ix) Bidder has support centres in India to provide service within 2 Hours at Chennai and all other major cities, and within 6 hours at any of our Bank branches in and around major cities and within 12 hours at any of our Bank branches in India. | |

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 comply with all requirements, specifications, terms and conditions mentioned in the Bid Document except for the deviations mentioned above.

We agree for the delivery period of software, hardware and installation as per your above bid.

We agree to the terms of payment mentioned in your bid.

We offer a warranty period of 36 months for all the hardware and 12 months for the software from the date of installation/satisfactory commissioning for all hardware and software offered as a part of the solution submitted in this Bid.

We agree for insuring the systems covering transit risk and also storage cum erection risk for a period of three months from the date of delivery at the destination.

We enclose the service support details for the given sites including the number of Engineers and technical brochures for the model quoted.

We enclose the list of clients to whom we have supplied systems at the given centres.

We submit that we shall abide by your Standard terms and conditions governing the quotations and Warranty mentioned in your bid.

We submit that the details given above are true to the best of our knowledge.

For

Office Seal
Place:
Date:

Name:
Designation:
Mobile No:
Business Address:
Telephone No:
(at Chennai)
E-mail ID:

5. Annexure – 5 BID SECURITY FORM

To Indian Bank Head Office 66, Rajaji Salai, Chennai - 600001

| Whereas | (hereinafter calle | ed "the Bidder | ") has submi | tted its bid |
|-----------------------------|------------------------|----------------|----------------|--------------|
| dated (d | date of submission | of bid) for | the supply of | of Software |
| solution and hardware for | r Cheque Truncation | System (here | inafter called | "the Bid"), |
| we <i>(nam</i> | e of bank), having | our registered | d office at | |
| (address of bank) (here | einafter called "the | Bank"), are b | ound unto I | ndian Bank |
| (hereinafter called "the I | Bank") in the sum | of Rs.5,00,00 | 00/- (Rupees | Five lakhs |
| only) for which payment | well and truly to be i | made to the sa | aid Bank, the | Bank binds |
| itself, its successors, and | assigns by these pre | sents. | | |

THE CONDITIONS of this obligation are:

- 1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; 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 within specified time of 15 days; or
 - (b) fails or refuses to furnish the performance security within 10 days of signing the contract.

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

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

Notwithstanding anything contained herein:

- 1. Our liability under this bid security shall not exceed Rs. 5,00,000/-
- 2. This Bank guarantee will be valid upto(date);
- 3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before (date).

| In witness whereof the Bank, | through t | he | authorised | officer | has | set | its | hand | and |
|------------------------------|-----------|----|------------|---------|-------|------|-----|-------|-----|
| stamp on thisday of | at | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | (Signa | ature | of t | he | Bank) | |

NOTE:

- 1. Bidder should ensure that the seal and CODE No. of the authorised 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 appropriate value
- 3. Bid security should be INR only
- 4. Presence of restrictive clauses in the Bid Security Form such as suit filed clause/ requiring the Bank to initiate action to enforce the claim etc., will render the Bid non- responsive.

6. Annexure - 6 PERFORMANCE SECURITY FORM

| Bank Guarantee No. | Date : |
|-------------------------------------|---|
| To: | |
| INDIAN BANK, Chennai, INDIA | : |
| WHEREAS | (Name of Supplier) |
| hereinafter called "the Supplier") | has undertaken, in pursuance of Contract |
| No dated, | 201 to supply |
| (۱ | Description of Goods and Services) (hereinafter |
| called "the Contract"). | |
| shall furnish you with a Bank Guara | ted by you in the said Contract that the Supplier intee by a recognised bank for the sum specified with the Supplier's performance obligations in |
| AND WHEREAS we have agreed to | give on behalf of the Supplier a Guarantee: |
| _ | t we are Guarantors and responsible to you, on |
| • | to a total of |
| | nt of the Guarantee in Words and Figures) and |
| • | r first written demand declaring the Supplier to |
| be in default under the Contract an | d without cavil or argument, any sum or sums |
| within the limit of | (Amount of Guarantee) as aforesaid, |
| without your needing to prove or to | show grounds or reasons for your demand or |
| the sum specified therein. | |
| This guarantee is valid until the | day of201 |
| Signature and S | Seal of Guarantors |
| Date | 201 |

NOTE:

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

(The above format is illustrative only and may be suitably modified later by the Bank)

7. Annexure - 7 OEM AUTHORIZATION FORM

| No Dated | |
|---|--|
| То | |
| INDIAN BANK | |
| HEAD OFFICE, | |
| CHENNAI. | |
| | |
| Dear Sir: | |
| Bid Ref. No. | |
| We | who are established and reputable |
| manufacturers of | |
| offered) having production facilities at | |
| hereby authorize M/s | |
| submit a bid, and subsequently negotiate a | |
| Bid Ref. No:(reference of | |
| manufactured by us | the invitation to Biajion the products |
| manaractarea by as | |
| We hereby extend our full o | guarantee and warranty as per Warranty |
| clause of the Conditions of Contract for the | e products and services offered for supply |
| by the above firm against this IFB and dul | y authorise said firm to act on our behalf |
| in fulfilling all installation, technical support | and maintenance obligations required by |
| the Contract. | |
| | |
| ` | Yours faithfully, |
| | |
| | (Name) |
| | (Name of the developer) |
| · · · · · · · · · · · · · · · · · · · | indicate of the developer) |

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

8. Annexure-8

"the Contract Price").

CONTRACT FORM

| indian bank, naving its in | eau Office at 66, R | kajaji Salai, Che | nnai 600 001 | (hereina | after |
|-----------------------------|---------------------|-------------------|---------------|-----------|-------|
| "the Bank") of the one | part and | (Name | of Supplier) | having | its |
| Registered Office at (Ci | ty and Country | of Supplier) | (hereinafter | called | "the |
| Supplier") of the other par | t: | | - | | |
| | | | | | |
| | | | | | |
| WHEREAS the Bank inv | rited bids for cer | tain Goods an | d ancillary s | ervices v | viz., |
| WHEREAS the Bank inv | | | • | | |
| | . (Brief Descripti | ion of Goods a | and Services, |) and | has |

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 Conditions of Contract:
 - (b) The Schedule of Requirements;
 - (c) The Bank's Notification of Award.
 - (d) The Bid Form and the Price Schedule submitted by the Bidder;
- 3. In consideration of the payments to be made by the Bank to the Supplier as hereinafter mentioned, the Supplier 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 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:

| S.No. | Particulars | Amount in Rs. |
|-------|-------------|---------------|
| 1. | | |
| 2. | | |
| TOTAL | • | |

TOTAL VALUE: Rs.

DELIVERY SCHEDULE:

| IN | WITI | NES | SS | whereof | the | parties | s hereto | have | caused | l this | Agreer | nent | to | be |
|------|-------|-----|----|----------|------|---------|-----------|--------|--------|--------|--------|-------|----|-----|
| exe | cuted | in | ac | cordance | with | their | respectiv | e laws | the d | ay an | d year | first | ab | ove |
| writ | ten. | | | | | | | | | | | | | |

| 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: |
| (The above format is illustrative only and may be suitably modified later by the Bank) |

9. Annexure - 9. NON DISCLOSURE AGREEMENT

THIS AGREEMENT made and entered into aton this the.....day of........2010 between **INDIAN BANK**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Head Office at No.66, Rajaji Salai, Chennai, hereinafter called the "**BANK**" which term shall wherever the context so require includes its successors and assigns

......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 in the course of such business activity have been providing the facility of Cheque Truncation System to its clients and corporates.

The Bank has developed/evolved the idea of implementation of Cheque Truncation System software.

The has been engaged in the business of developing software, manufacture, supply and installation of software/computer systems (alter/modify as per requirement).

The Bank has approached the..... for improving the idea ofin the form of a software based on the idea of bank and supply of computer systems and installation of the specific software developed for Bank.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between them. 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 THERFORE 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 material derived from the disclosing party to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to access to knowledge 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:

- i. Is already known to the Receiving party at the time of the disclosure without an obligation of confidentiality.
- ii. Is or becomes publicly known through no unauthorized act of the Receiving party.
- iii. Is rightfully received from a third party without restriction and without breach of this agreement.
- iv. Is independently developed by the Receiving party without use of the other party's Confidential information and is so documented.
- v. Is disclosed without similar restrictions to a third party by the Party owning the confidential information.
- vi. Is approved for release by written authorization of the disclosing party; or
- vii. 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 nor 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 it 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 supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

9. Severability

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

10.Dispute resolution mechanism:

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

11.Jurisdiction

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

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 authorised signatories

| В | _ | • | | | | | | | | |
|---|---|---|--|--|--|--|--|--|--|--|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

(The above format is illustrative only and may be suitably modified later by the Bank)

10. Annexure-10

PART-II

<u>Commercial Quote for Software and hardware for Cheque Truncation System</u>

Date:

The Chief Manager

HO: Expenditure Department Indian Bank Govindu Maligai Ground Floor No.8, II Line Beach **Chennai 600 001.**

Dear Sirs,

Sub: Supply and installation of Image Capture and Processing Software Solution and Scanners for Cheque Truncation System.

Ref: Your Bid No. HO/TMD/PG/256/2010-11 dated 29/12/2010

@@@@@

Referring to your above letter calling for quotations, we submit hereunder the price bid for supply, installation, customisation and maintenance of software and scanners as per the specifications given in Part-I .

I) Price of the software license, database and Implementation charges:

| S No | Item Description | Unit Price (in Rupees) | Qty | Total price of the systems inclusive of all applicable Taxes, and warranty support of one year for software and installation charges except Octroi and Entry Tax, if any (Rs.) |
|---------|---|---------------------------------|------------|--|
| 1 | Cost of corporate license for Image capture solution software (outward, inward, Grid, a modules) for unlimited CHI locations, unlimited users. | etrieval | | |
| 2 | Customisation Charges: One-time Cost of Image capture and processing software a requirements (Outward, Grid and arch modules) | Bank's | | |
| 3 | Cost of latest version of OEM supported processor license to be installed in a ser server has 2 Nos. of intel Xeon Six Core Pro Image capture and processing solution at Solution | · (Each sed for | | |
| 4 | Implementation Charges: Cost of image capture and processing solution installation and go-live charges for 1 truncation location (Outward and retrieval modules) | | 40 nos. | |
| 5 | Implementation charges: Cost of image capture and processing solution installation and go-live at 1 service branch (Outward, Grid and archival & retrieval modules) | | 1 no. | |
| | TOTAL | | | |

II) Price of Scanners:

| S No | Item Description | Unit price inclusive of all applicable Taxes, and warranty support of three years and installation charges except Octroi and Entry Tax, if any (Rs.) | Qty | Total price inclusive of all applicable Taxes, and warranty support of three years and installation charges except Octroi and Entry Tax, if any (Rs.) |
|---------|--|--|------------|---|
| 1 | Scanner to be installed in Service Branch (120 DPM) | | 2 nos. | |
| 2 | Scanner to be installed in Branches/Offices (60 DPM) | | 80 nos. | |
| | Total | | | |

III) Details of Annual Maintenance Charges (AMC) for the software

| S No | Item Description | | <u>(ex</u> | ^{ld} to 5 th Year in Rupees. | | | |
|---------|--|--------|-----------------|---|----------------------|-----------------|-------------|
| | | | 2 nd | 3 rd | 4 th | 5 th | Total |
| | | | Year | Year | year | year | (e=a+b+c+d) |
| | | | (a) | (b) | (c) | (d) | |
| 1 | AMC charges for Image Capture and processing software per annum per service branch (Outward, inward and archival & retrieval modules) | 01 | | | | | |
| 2 | AMC charges for Image capture and processing software per annum per Branch/Office | 40 | | | | | |
| 3 | Software maintenance (ATS) for RDBMS database software at Service Branch inclusive of upgrades and updates | 01 | | | | | |
| | Total AMC Charges for so | oftwar | e from | 2 nd to 5 | 5 th year | • | |

IV) Details of Annual Maintenance Charges (AMC) for the Scanners

| S No | Item Description | <u>Qty</u> | | arges for 4th a of service tax) | |
|---------|--|------------|------------------|------------------------------------|------------------|
| | | | 4th year (a) | 5th year (b) | Total (c=a+b) |
| 1 | AMC charges for service branch scanner (120 DPM) | 2 | | | |
| 2 | AMC charges for branch/officer scanner (60 DPM) | 80 | | | |
| | Total AMC Charges for so | annei | rs for 4th & 5th | ı year | |

Summary of Commercial Bid

| S No | Description | Amount in Rupees |
|------|--|------------------|
| I | Total cost of the software license, Database and Implementation charges (As per Total of item I) | |
| II | Total cost of the scanners (As per Total of item II) | |
| III | Total AMC Charges for 2nd to 5th year for software maintenance (As per Total of item III) | |
| IV | Total AMC Charges for 4th & 5th year for Scanner maintenance (As per Total of item IV) | |
| | Grand Total (Total of Sl.No.I to IV) | |

| Total Amount in words: Rupees | |
|--------------------------------------|--|
| | |

Note: Free Warranty period should not be less than 36 months for all Hardware and 12 months for Image capture solution software from the date of final acceptance of the solution.

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

For

Office Seal (Authorised Signatory) Place: Name:

Designation: Date:

Mobile No: **Business Address:** Telephone No: (at Chennai) E-mail ID: