

TENDER DOCUMENT
FOR
CHEQUE TRUNCATION SYSTEM,
on
Software As A Service (SAAS) MODEL



उत्तर प्रदेश कोआपरेटिव बैंक लि०
मुख्यालय : 2, महात्मा गांधी मार्ग, लखनऊ-226 001

Tender Document No: COOP BANK/CTS/08

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Section - 1

Instructions to the bidder

Bank is having 28 Branches across the State of Uttar Pradesh. All Branches are computerized under CBS pattern through MEGASOFT INFORMATION SYSTEM PVT LIMITED. U.P Cooperative bank has its current Account with Reserve bank Of India (RBI) Kanpur which can be used for the purpose. As per regulatory requirement Bank is required to implement Cheque Truncation System (CTS) at its 4 Region for that bank has adopted the following model for execution:

S.No	Activity	Description
1.	CHI	To be outsourced and CHI service to be offered by the bidder.
2.	Process:	Inward & Outward process activity will be executed by Bank's own employees through scanners and software purchased by the Bank
3.	CTS	Bank intends to select the Service provider as part of this RFP to implement CTS on a Software as a Service Model (SaaS).

The scope of the project is as described in this 'Tender Document'.

The details of the tender are given below:

Tender Document Reference No.	COOP BANK/CTS/08
Tender document Fee	Rs.5000/-
Earnest Money Deposit (EMD)	Rs.25000/-
'TENDER DOCUMENT' Document will be available on our website www.upcbl.in	5 th Feb 2014
Date,Time & Place of Pre-bid Meeting	10 th Feb 2014 @ 12 p.m. at Meeting Hall,9 th Floor , U.P. Cooperative Bank Limited , Head office, 2-M.G. Marg , Lucknow- 226001 * Only serious bidder may participate in pre-bid meeting **They must attained the meeting with photo copy of the Demand Draft for purchase of Tender Document (i.e. Photo Copy of DD of Rupees Five Thousand Only)
Last date for receipt of offers	24 th Feb 2014@ 3.00 P.M.
Date and time of opening of technical offer	24 th Feb 2014@3.30 P.M.
Address for communication	Managing Director U P Cooperative Bank Limited 2 Mahatma Gandhi Marg, Lucknow – 226001

1.1. Introduction

Cooperative Banks come under three tier of Short Term Cooperative Credit Structure (STCCS). Following table shows the brief description of STCCS of state of Uttar Pradesh.

Three tier Cooperative Credit Structure

Apex bank	UPCB	28 –Branches 39- Pay Offices 17 -Regional Offices
Central bank	DCCBs	50 –DCBs 1349-Branches
PACS	PACS	7479

U.P. Co-operative Bank Ltd.

Uttar Pradesh Co-operative Bank Limited established in 1944 is the apex bank of Cooperative Credit Societies in the State. Beside the State Government 50 district Cooperative Bank and 10 Apex Cooperative bodies is its member. It is a Scheduled Bank. The Bank has 79 offices including 28 branches, 34 pay offices and 17 regional offices (RO). In addition the Bank also regulates The Cadre Authority of the secretaries/senior managers of district cooperative banks and secretaries of primary agricultural credit cooperative societies. The main objective of the bank is to exercise fiscal discipline over district/central cooperative banks, given them professional advise as also to play the role of a balancing center. This apex bank, besides its own financial resources, obtains loans on concessional interest rates from NABARD and through district cooperative banks extends refinance facilities for short term and medium term loans for agricultural production and other allied works. The bank besides agricultural production, extends financial assistance to agriculture-based large and medium processing industries like sugar factories, spinning mills, rice mills, oil mills, vegetable oil mills, solvent extraction plants, cottage industries, cold storage, handloom, agriculture, rural development banks, cooperative housing society, marketing federation, sugar cane society, State Sugar Mills Corporation and NAFED.

DCCBs

There are 50 DCCBs in the state of UP. The main objective is to provide agriculture (STCCS) in form of cash and fertilizer inputs through their affiliated PACS. There are 1349 no of branches in the state with 7479 PACS affiliated to them. DCCBs mobilize their resources through deposits and by obtaining refinance from NABARD through APEX bank. They also exercise financial discipline over the affiliated societies and ensuring smooth flow of credit. The DCCBs also provide loans to diversified sectors e.g. Salary earner societies, sugar mills, consumer durables, personal loan, taxi loan etc... . The main aim of DCCBs is to keep their cost of fund at the minimum and earning from the interest at the highest to increase their financial margin. In lack of computerization the DCCBs are not only loosing their prime customers but as well as they are unable to implement the ALM system to take advantage of deregulated interest rate regime. In other words the management of funds is also being adversely affected.

PACS

There are 7479 PACS in the state of UP. The PACS are lower tire of 3 tire STCCS delivery system. The main function of PACS is to provide crop loan to its member in form of cash & kind (Agriculture inputs). Their main source of fund is borrowing from DCCBs by which

they are affiliated. They also take deposits from the members. They also act as purchase centre for various crops (Wheat, Paddy, etc...).

1.2 Scope of Work

The bank is looking for a completely outsourced image enabled cheque truncation & processing solution at Lucknow and Kanpur and later on across the state of Uttar Pradesh depending on RBI/NPCI guideline. The Uttar Pradesh State Co-op Bank and all its CCBS will purchase Scanner for CTS to be implemented at their respective service branch. The bank will also provide connectivity between the Service branch of the respective CCBs and the service branch of Uttar Pradesh State Co-op Bank Ltd. The Bank will also provide connectivity between the service Branch of Uttar Pradesh State Co-operative Bank Ltd and the Data Centre of Vendor/Service provider. The vendor will provide the capture software at the banks Service branch or the CCBs service branches where the cheques will be scanned and transmitted to the vendors processing location. The vendors primary and backup processing facilities can will be located anywhere in India and the roll out of the CTS initiative will be as per guidelines issued by NPCI / RBI across various cities in Uttar Pradesh as they are brought under the CTS fold. The images & data captured at these hubs are to be transmitted securely to the vendors centralized processing center where the cheques will be further processed for transmission to the Clearing House of RBI through the CHI(Clearing House Interface) server as per the arrangement of the vendor.

Parameters

1. Vendor has to provide capture software to the banks Service Branch or at the branches under CCBs. The point of truncation will be decided on the number of branches the bank has in a particular MICR (or Non MICR) Center and the daily volume for that center or branch.
2. The scanned images & data will be transmitted to the vendor location where the processing will be carried out. The bidder has to create necessary infrastructure and carry out the cheque processing as per the guidelines of the National Payments Corporation of India (NPCI) or the Reserve Bank of India (RBI) as issued from time to time.
3. The Clearing House Interface (CHI) will be provided by the vendor
4. Connectivity between the banks CHI location and the service providers processing facility will be provided by the bank
5. Connectivity between the vendors various processing facilities will be provided by the vendor
6. A high standard of security and confidentiality of the data will be maintained by the bidder
7. The image transmission will have the requisite digital security certification and encryption to maintain high standards of security and secrecy.
8. The vendors' software should have the following functionalities
 - 8.1. The application should have the capability to realign cheque images that have been wrongly oriented during the scanning process and capture data from these images without having to rescan them
 - 8.2. Maker-Checker concept: Once the cheque batches have been processed, they should

- be made available for the banks personnel to verify the processed cheques via a web browser
- 8.3. The vendors' software should allow access to the banks authorized personnel, via a web browser, to view status of the work being done by the vendor with regard to its cheques and other instruments.
 - 8.4. Systems should generate required daily and monthly clearing related reports
 - 8.5. The system should have a centralized archive where all cheque images / cheque data will be stored. This archive should be capable of allowing authorized bank personnel to access this data. The archive system should have an easy to use pre-defined query interface for users
9. Outward Clearing
- 9.1. The bank branch teller will capture the cheque data – amount, date, depositors account number etc and this data will be uploaded into a predefined FTP location.
 - 9.2. The bank will scan the cheques and transmit it to the vendors processing facility.
 - 9.3. The vendor will download the “Branch Teller File” (BTF) and process the scanned images by verifying accuracy of the captured data. The vendor shall also make the necessary corrections, if any, to ensure accuracy and integrity of the data.
 - 9.4. The scanned images and data will be processed by the vendor and the images and data shall be bundled in the file format defined by NPCI/RBI and transmit the same to the banks CHI for outward clearing after the banks verification
10. Inward Clearing
- 10.1. Inward clearing files from the CHI will be uploaded in the vendors system and the vendor shall do the inward payee name entry and also the first level of the technical scrutiny – presence of signature, validity of the instrument date etc.
 - 10.2. After this the bank officials shall access the vendor application via a web browser and verify the technical scrutiny done by the vendor and also do the signature verification etc
 - 10.3. The vendor shall then create a data file for upload into the banks CBS where the financial authorization will be done
 - 10.4. Items marked for returns in the CBS will be then be sent as a text file to the vendors application and this shall then be uploaded into the vendors CTS application where they shall be bundled for returns to the CHI.

Activity Description	Responsibility	
	Vendor	Bank
Vendor has to provide capture software to the banks Service Branch or at the branches under CCBs. The point of truncation will be decided on the number of branches the bank has in a particular MICR (or Non MICR) Center and the daily volume for that centre or branch.	√	
Bank staff will scan the cheques, whereas necessary training will be given by the vendor to carry out this activity		√
The scanned images & data will be transmitted to the vendor location where the processing will be carried out. The bidder has to create necessary infrastructure and carry out the cheque	√	√

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processing as per the guidelines of the National Payments Corporation of India (NPCI) or the Reserve Bank of India (RBI) as issued from time to time.		
The Clearing House Interface (CHI) will be provided by the vendor	√	
Connectivity between the banks CHI location and the service providers processing facility will be provided by the bank.		√
A high standard of security and confidentiality of the data will be maintained by the bidder	√	
The image transmission will have the requisite digital security certification and encryption to maintain high standards of security and secrecy.	√	
<p>The vendors' software should have the following functionalities</p> <ol style="list-style-type: none"> 1. The application should have the capability to realign cheque images that have been wrongly oriented during the scanning process and capture data from these images without having to rescan them 2. Maker-Checker concept: Once the cheque batches have been processed, they should be made available for the banks personnel to verify the processed cheques via a web browser 3. The vendors' software should allow access to the banks authorized personnel, via a web browser, to view status of the work being done by the vendor with regard to its cheques and other instruments. 4. Systems should generate required daily and monthly clearing related reports 5. The system should have a centralized archive where all cheque images / cheque data will be stored. This archive should be capable of allowing authorized bank personnel to access this data. The archive system should have an easy to use pre-defined query interface for users 	√	
<p>Outward Clearing</p> <ol style="list-style-type: none"> 1. The bank branch teller will capture the cheque data – amount, date, depositors account number etc and this data will be uploaded into a predefined FTP location. 2. The bank will scan the cheques and transmit it to the vendors processing facility. 3. The vendor will download the “Branch Teller File” (BTF) and process the scanned images by verifying 	√	

<p>accuracy of the captured data. The vendor shall also make the necessary corrections, if any, to ensure accuracy and integrity of the data.</p> <p>4. The scanned images and data will be processed by the vendor and the images and data shall be bundled in the file format defined by NPCI/RBI and transmit the same to the banks CHI for outward clearing after the banks verification</p>		
<p>Inward Clearing</p> <ol style="list-style-type: none"> 1. Inward clearing files from the CHI will be uploaded in the vendors system and the vendor shall do the inward payee name entry and also the first level of the technical scrutiny – presence of signature, validity of the instrument date etc. 2. After this the bank officials shall access the vendor application via a web browser and verify the technical scrutiny done by the vendor and also do the signature verification etc 3. The vendor shall then create a data file for upload into the banks CBS where the financial authorization will be done 4. Items marked for returns in the CBS will be then be sent as a text file to the vendors application and this shall then be uploaded into the vendors CTS application where they shall be bundled for returns to the CHI. 	√	

1.3. For Respondent Only

The 'TENDER' document is intended solely for the information of the party to whom it is issued ("the **Recipient**" or "the **Respondent**") and no other person or organization;

1.4. Two bid system offer

Each of the offers (both Technical & Financial) must be submitted at the same time, giving full particulars in two separate sealed envelopes at the **UPCB's** address given below, on or before 03.00 pm on 24th Feb 2014 'To, The Managing Director, Uttar Pradesh Cooperative Bank Limited, Head office , 2-M.G. Marg,Lucknow – 226001

Offers received after the last date and time specified above will be rejected.

All envelopes should be securely sealed and stamped.

Both the sealed envelopes containing offers must be submitted to the Bank directly as under and must be put in to a main envelope in sealed condition:

1. Technical
2. Financial

All the envelopes must be super-scribed with the following information:

- Type of Offer (Technical or Financial)
- Tender Reference Number
- Due Date
- Name of the Respondent

Offer:

The Technical offer should be complete in all respects and contain all information asked for except prices. The Technical Offer should not contain any price information.

The financial offer should give all relevant price information and should not contradict the technical offer in any manner. Conditional offer shall be liable to be rejected. The Technical and Financial offers must be submitted separately. It may be noted that if any envelope is found to contain both technical and financial offers, such offer will be rejected. The technical proposal shall be organized and submitted as per the following sequence:

- a) Table of Contents (list of documents enclosed)
 - b) EMD (Earnest Money Deposit)
 - c) Application money
 - d) Technical proposal
 - e) Compliance certificate for all the terms and conditions as per
 - f) All copies of certificates, documentary proofs etc.
 - g) Technical Bid
 - h) Financial Bid
 - i) Self assessment check list of documents etc.
- All the relevant pages of the proposals (except literatures, datasheets and brochures) are to be numbered and signed by authorized signatory on behalf of the Bidder.
 - The number should be a unique running serial number across the entire document.
 - The bidder has to submit a soft copy of the entire proposal in a CD. It should be noted that in case of any discrepancy in information submitted by the bidder in hard-copy and soft-copy, the hard-copy will be given precedence. However, in case of non-submission of any hard copy

document, if the same is found submitted in the soft-copy, Bank reserves right to accept the same at its discretion.

- The Bids shall be addressed and submitted to: ***“The Managing Director, Uttar Pradesh Cooperative Bank Limited, Head office, 2-M.G. Marg, Lucknow – 226001”***.
- The bids (arranged as mentioned above) are to be submitted to the Managing Director, UP CB, Lucknow marked with the tender number, at the above address on or before the due date & time as specified.
- The bid submitted anywhere else is liable to be rejected.
- It may be noted that all queries, clarifications, questions etc., relating to this ‘Tender Document’, technical or otherwise, must be in writing only and should be to the **nominated point of contact**. Bidders should provide their E-mail address in their queries without fail.
- The bidder will submit an undertaking specifying that the bidder has obtained all necessary statutory and obligatory permission to carry out project works, if any.
- The proposal should be prepared in English. The e-mail address and phone/fax numbers of the bidder should also be indicated on the sealed cover.

FORMATS OF BIDS:

The bidders should use the formats prescribed by the Bank in the ‘Tender Document’ for submitting both technical and financial bids.

Registration of ‘Tender Document’

Registration will effect upon ‘UPCB’ receiving the ‘Tender Document’ response in the above manner. The registration must contain all documents, information, and details required by this ‘Tender Document’. If the submission to this ‘Tender Document’ does not include all the information required or is incomplete or submission is through Fax mode, the ‘Tender Document’ is liable to be rejected. All submissions, including any Banking documents, will become the property of ‘UPCB’.

‘Tender Document’ Validity Period

‘Tender Document’ will remain valid and open for evaluation according to the terms for a period of at least six (6) months from the time the ‘Tender Document’ submission process closes on the deadline for lodgment of ‘Tender Document’s.

Notification

‘UPCB’ will notify the successful respondents in writing as soon as practicable about the outcome of the ‘Tender Document’ evaluation process. ‘UPCB’ is not

obliged to provide any reasons for any such acceptance or rejection.

Disqualification

Any form of canvassing / lobbying / influence / query regarding short listing, status etc will be a disqualification;

Requests for Information

Respondents are required to direct all communications related to this 'Tender Document', including notification of late 'Tender Document' submission, through the Nominated Point of Contact person i.e. The Managing Director, Vidhan Sabha Marg, Lucknow - 226001.

All queries relating to the 'Tender Document', technical or otherwise, must be in writing only to the Nominated Point of Contact. 'UPCB' will not answer any communication initiated by Respondents later than five business days prior to the due date for receipt of 'Tender Document's. However, 'UPCB' may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondent after the 'Tender Document' closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address(es) as responses to queries will only be provided to the Respondent via email. If 'UPCB' in its absolute discretion deems that the originator of the question will gain an advantage by a response to a question, then 'UPCB' reserves the right to communicate such response to all Respondents. 'UPCB' may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the 'Tender Document' closes to improve or clarify any response.

1.5. Earnest Money Deposit

The intending bidders should pay along with bids an **Earnest Money Deposit of Rs. 25000/- (Rupees Twenty Five Thousand Only)**. The EMD shall be paid by Demand Draft drawn in favor of "Uttar Pradesh Cooperative Bank Limited", payable at Lucknow. The EMD will not carry any interest.

The EMD and Tender cost should be kept in original Technical Offer being submitted to the Bank.

The EMD made by the bidder will be forfeited if:

- The bidder withdraws his tender before processing of the same.
- The bidder withdraws his tender after processing but before acceptance of "Letter of appointment" issued by Bank.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.

1.6. Tender document fee

The intending bidders should pay along with bids an Application Money of R s . 5 0 0 0 / - (Rupees Five Thousand only). The application money shall be paid by Demand Draft drawn in favor "Uttar Pradesh Cooperative Bank Limited", payable at Lucknow. The application money is non-refundable.

Section - II

Eligibility and Evaluation Criteria

2.1 Eligibility Criteria:

The Bidder is required to meet the following 'minimum eligibility criteria' and provide adequate documentary evidence for each of the criteria stipulated below:

- a) The bidder should be in existence in India for a minimum of 5 years (Certificate of incorporation to be attached).
- b) Bidder should be the owner of the CTS application software (Declaration to be provided).
- c) The bidder should have more than 5 years of experience of CTS services including CTS outsourcing services. etc (Proof of PO's reference letters to be attached).
- d) The Bidder should have experience of successfully providing CTS outsourced services to at least 5 Banks in India (Experience in Cooperative Banks will be preferred, Reference letter, PO copies attached).
- e) The bidder should have in-house software development capabilities in India to ensure customizations, interfaces etc as per Banks requirement (Declaration and List of Employee with their qualification and contact details).
- f) The bidder should have experience in implementation of all CTS models like centralized model, hub & spoke model, decentralized model, image service bureau etc (Declaration).
- g) The bidder should have minimum turnover in of Rs. 5 Crs in last 3 consecutive financial year(Copy of Balance Sheet).
- h) The bidder should be a national organization with presence in all the MICR centers of Northern Grid. (Name and Addresses to be provided)

2.2. Technical Bid Evaluation Criteria

The Technical Proposal will be evaluated first for technical suitability. The bidders will have to submit the Technical Proposal in the attached format. The evaluation of technical proposals, among other things, will be based on the following:

- a) Bidder's financial stability
- b) methodology / Approach proposed for accomplishing the proposed project.
- c) Professional qualifications and experience of the key staff proposed / identified for this assignment.
- d) Prior experience of the bidder in undertaking projects of similar nature.
- e) Activities / tasks, project planning, resource planning, effort estimate etc
- f) Bidder's experience in Bank's/ financial institution and ability to interface with CBS Software (i.e.Easy Bank CBS software developed by Megasoft Information System Pvt. Ltd.)

Supporting Documents for Eligibility Criteria:

1. Existence in India for a minimum of 5 years Certificate of incorporation
2. Proof of PO's reference letters of experience of CTS services including CTS outsourcing services, facility management etc
3. Reference letter, PO copies of experience of successfully providing CTS outsourced services to at least 10 Banks in India
4. Declaration of in-house software development capabilities in India to ensure customizations interfaces etc as per Banks requirement.
5. Declaration of experience in implementation of all CTS models like centralized model, hub & spoke model, decentralized model, image service bureau etc.
6. Balance sheet and P/L Statement of bidder for the previous 3 years.
7. Presence in all the MICR centers of Northern Grid. (Name and Addresses to be provided)
8. All Certificates, Statements and undertakings

The 'UPCB' will apply the Technical Evaluation criteria (methodology) as deemed fit for the purpose of evaluation in consultation with the committee constituted for this purpose. The evaluation criteria as applied by the 'UPCB' will be final and binding and no bidder will have the right to challenge or question the criteria applied by the 'UPCB'. The firm must achieve at least 70% of the marks to qualify on technical parameters for opening of financial bid.

Sr .N o	Criteria	Distribution Of Marks		
1	No Of PSUs where solution is implemented	Greater Than 10 Banks :20 Marks	Between 6-10 Banks: 10 Marks	5 Banks : 5Marks(1 mark for each bank)
2	No Of Cooperative Bank where solution is implemented	Greater Than 10 Banks :20 Marks	Between 6-10 Banks: 10Marks	5 Banks : 5 Marks(1 mark for each bank)
3	CTS Software supports more than 2 reputed makes	Supports all scanners available in the market : 10 Marks	Equals to 2: 5 Marks	Less than 2: 0 Marks
4	Support personnel/service engineer at all MICR Centres	In all 5 MICR Centre in UP :10 Marks	Between 3 MICR : 5	0 otherwise
5	Browser Based / Web BASED Solution	If yes 10 Marks	0 otherwise	
6	Over all presentation of the solution	10 Marks for optimum solution	5 Marks for good solution	2 Marks for average solution
7	Should have dedicated Helpline no/ Toll Free No, Minimum 10 lines/Seats	More Than 10 : 10 Marks	5-10 seats ; Marks 5 Marks	Less than 2: 2 Marks
8	Scanners supplied in last financial year	Greater Than 1000:10Marks	Between 500-1000: 5 Marks	Less Than 500 0 Marks
	Total	100 Marks		

2.3. Financial Bid Evaluation Criteria

- a. Only firms successfully qualifying the requisite criteria of the Technical Bid process would be considered eligible for the Commercial Bid Round.
- b. The evaluation of the Commercial Bids would be as follows:
 - The lowest bid will be assigned the maximum Financial Score of 30 points.
 - The Financial Scores of the other Commercial Bids will be computed relative to the lowest evaluated Commercial Bid.
 - The Financial Score computing methodology is as follows:

$$\text{Financial Score (Bid Under Consideration)} = \frac{100 \times \text{Price(Lowest Bid)}}{\text{Price (Bid Under Consideration)}}$$

Final Processing

- a. Proposals would be ranked according to their Final Score arrived at by combining Technical and Financial Scores as follows:
 Final Score = Technical Score x T + Financial Score x F
 (T - Weightage given to the Technical Bid, F - Weightage given to the Financial Bid, T + F = 1)
- b. Weightage for the bids are as follows:

Sl. No.	Bid Type	Weightage
1	Technical Bid T	70%
2	Financial Bid F	30%
	Total Weightage	100%

- c. The firm achieving the highest combined Technical and Financial Score will be treated as lowest bidder.

N.B. The Bank reserves the right to revise the evaluation criteria, methodology, distribution points and weightages; if it finds it necessary to do so.

Selection Methodology:

A two-stage procedure shall be adopted in evaluating the proposals. The selection will be done using Quality cum Cost Based Selection (QCBS) process. 70% weight age would be given to the Technical evaluation and 30% weightage would be given to the Commercial bid.

Section III

Terms and Conditions

3.1 General Terms and Conditions:

Adherence to Terms and Conditions:

The bidders who wish to submit responses to this 'Tender Document' should note that they should abide by all the terms and conditions contained in the 'Tender Document'. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process. A line of confirmation to this effect is required along-with Technical Proposal.

3.2 Other terms and conditions:

'UPCB' reserves the right to:

- Reject any and all responses received in response to the 'Tender Document'
- Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
- To negotiate any aspect of proposal with any bidder and negotiate with more than one bidder at a time
- Extend the time for submission of all proposals
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to 'Tender Document' by any bidder, with any other bidder(s) /others, in any form.
- Cancel the 'Tender Document' / Tender at any stage, without assigning any reason whatsoever.

The 'UPCB' reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

3.3 Terms of Payment

100 %	On delivery, installation and operationalisation of the complete Solution (Supply installations & commissioning with its associated software) subject to satisfaction of the Bank and submission of the Performance Bank Guarantee as mentioned above. Delivery, Installation Receipt and copy of Purchase Order should be submitted along with each Bill.
AMC Payment	After completion of warranty period, Bank will pay AMC charge as per agreed terms and conditions at the end of each quarter.

3.4 Bank's Responsibility.

- Bank will provide the infrastructure for client desktop for processing the cheques.
- Bank will scan the cheque and upload the image and data file to the CTS service provider's server.
- Bank will present the file to RBI through CHI server. For accessing SFTP and secure website, Bank will provide Internet connectivity at own location

Section IV

Annexures / Formats for the Proposal

Proposal and other formats:

Technical Proposal format:

Particulars to be provided by the bidder in the technical proposal – Tender No. COOP BANK/CTS/08

1.	Name of the bidder:	
2.	Year of establishment and constitution	
3.	Location of Registered Head office	
4.	Location(s) of Branch Office and addresses	
5.	Mailing address of the bidder	
6.	Names and designations of the persons authorized to make commitments to the Bank	
7.	Telephone and fax numbers of contact persons	
8.	E-mail addresses of contact persons	
9.	Details of : Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
10.	Gross revenue of the bidder (not of the group) (Years 2010-11 & 2011-12, 2012-13,)	
11.	Details of similar assignments executed by the bidder (Name of the Bank / Branch, year and documentary proofs from the Bank are to be furnished).	
12.	Details of the similar assignments on hand as on date (Name of the Bank/ Branch, time projected for execution of the assignment and documentary proofs from the Bank are to be furnished).	

Declaration:

1. We confirm that we are technically eligible for submitting the said Tender Document for CHEQUE TRUNCATION SYSTEM, on Software as a service (SAAS) MODEL
2. We confirm that we will abide by all the terms and conditions contained in the 'Tender Document'.
3. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the 'Tender Document', in short listing of bidders.
4. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process.
5. We confirm that this response, for the purpose of short-listing, is valid for a period of six months, from the date of expiry of the last date for submission of response to 'Tender Document'.
6. We confirm that we have noted the contents of the 'Tender Document' and have ensured that there is no deviation in filing our response to the 'Tender Document' and that the Bank will have the right to disqualify us in case of any such deviations.

Place:

Date:

Seal & Signature of the bidder

Financial Bid Format

Bill of Material/Price Bid

S l.	Item Description	Measurement	Qty	Unit Cost	Total Cost
1	Scanner 75 UV DPM		1		
2	One time Setup charge per Bank	One time	1		
3	Per Transaction		1		
4	CBS Integration charge (Per CBS)	One time	1		

* Quantity given above is for the purpose of TCO and may vary on actual.

- Prices given above will be exclusive of Taxes & Duties, which will be paid as per actual.
- Only the total amount inclusive of taxes will be reckoned for selecting L1 Tenderer.
- TDS will be deducted from the amount at the rates prevailing as on the date of payment
- Inclusion of any conditional offer shall be rejected

Date:

Authorized Signatory

Compliance Certificate

To
The Managing Director
Uttar Pradesh Cooperative Bank Limited,
Mahatma Gandhi Marg
LUCKNOW - 226001

Date:

Dear Sir,

Ref: - Tender for CTS

1. Having examined the Tender Documents including all annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to conduct CHEQUE TRUNCATION SYSTEM, on Service As a Solution (SAAS) MODEL
2. If our Bid is accepted, we undertake to complete the CHEQUE TRUNCATION SYSTEM, within the scheduled time lines.
3. We confirm that this offer is valid for six months from the last date for submission of Tender Documents to the Bank.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid that the Bank may receive.
7. We have never been barred/black-listed by any regulatory / statutory authority.
8. No legal case of any default / blacklisting should have ever been filed by any regulator on the firm.
9. We agree to abide by the all the terms and conditions as mentioned and detailed in the 'Tender Document';

Place :

Date :

Phone No.:

Fax:

Seal & Signature of the bidder

E-mail:

Company Profile ,Maintenance and Service Support of the Bidder

Sl. No	Question	Response
1.1	Company Name	
1.2	Date of Incorporation	
1.3	Name of Indian representative/office (indicate: own, dealer, distributor, JV)	
1.4	Company Head Office address <ul style="list-style-type: none"> • Contact person(s) • Phone Number • Fax Number • E-mail Address 	
1.5	Address of Indian representative/office <ul style="list-style-type: none"> • Contact person(s) • Phone Number • Fax Number • E-mail Address 	
1.6	Number of Employees supporting the project In India: Marketing/Sales Technical Support Number of skilled personnel certified by OEM Research and Development Implementation Outside India: Marketing/Sales Technical Support Research and Development Implementation	
1.7	Ownership structure (e.g. Inc., partnership) * Who are the primary shareholders? * State the major shareholders with percentage holding in case of limited companies.	
1.8	Location: Support (e.g. Asia Pacific, India Sub-continent). In India, since when has the support centre existed in India?	

SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) is entered into and made effective as of ----- (“**Effective Date**”) by and between:

M/s....., a company incorporated under the Companies Act 1956, having its registered office at, (hereinafter referred to as ‘.....’ which expression shall mean and include its successors and assigns) of the FIRST PART

....., and having its registered Office at (hereinafter referred to as “.....” which expression shall mean and include its successors and assigns) of the SECOND PART;

The UP State Co-Operative Bank Ltd with its Head Office at 2,M.G.Road Lucknow-226001(UP) a bank who is an indirect member of Delhi Bankers Clearing House having MICR Code ----- (hereinafter referred to as **Short name of the Bank**’ which expression shall mean and include its successors and assigns) of the THIRD PART.

The Parties are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

A. (SHORT NAME OF THE FIRST PART)..... is a Company engaged in providing services regarding Business Process Outsourcing in a variety of areas; manufacturing, customizing, configuring computer software; reselling its own, jointly owned and other parties’ computer software and hardware; providing integrated Services in various areas of Information Technology, either on its own account or through associated or affiliated companies, in India and in other countries across the world.

- B.(SHORT NAME OF THE SECOND PART) is abank offering a range of banking and other financial services;
- C. Short **name of the Bank'** is a banking company engages in the business of banking. For the purpose of this Agreement **Short name of the Bank'** is acting as (SHORT NAME OF THE FIRST PART).....'s Customer for availing the CTS Services from (SHORT NAME OF THE FIRST PART).....
- D. (SHORT NAME OF THE FIRST PART)..... desires to enter into agreement with(SHORT NAME OF THE SECOND PART) to enable (SHORT NAME OF THE FIRST PART)..... to provide a complete cheque processing solution to (SHORT NAME OF THE FIRST PART).....'s Customer and(SHORT NAME OF THE SECOND PART) has agreed to the same.
- E. **Short name of the Bank'** has authorized (SHORT NAME OF THE FIRST PART)..... to act on its behalf and as its agent to engage(SHORT NAME OF THE SECOND PART) or any third party for sharing of the CHI Servers or procuring such other services as may be required for rendering services under (SHORT NAME OF THE FIRST PART).....'s agreement with **Short name of the Bank'**.
- F.(SHORT NAME OF THE SECOND PART) agrees to provide CHI sharing service to (SHORT NAME OF THE FIRST PART)..... for the purpose of transmitting clearing data files of **Short name of the Bank'** to and from CH of National Payment Corporation of India (NPCI) of the Cheque Truncation project in Western Grid.
- G. Provided that the arrangement between (SHORT NAME OF THE FIRST PART)..... and **Short name of the Bank'** shall not bring any kind of settlement risk/exposure at anytime during the Agreement period or thereafter.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND CONSTRUCTION

1. *Definitions.* The following defined terms used in this Agreement shall have the meanings specified below:

1. **“Clearing House Interface” (“CHI”)** provides connectivity between the capture/drawee bank systems of a bank on the one hand and to the RBI/NPCI clearing house (**CH**) on the other. It provides a gateway for transmission of data and images. It does the required validations to ensure that the data entering the clearing house from the bank’s capture system is free of operational errors.

2. **“Confidential Information”** of the Parties shall mean all information and documentation of each Party, respectively, whether disclosed to or accessed by the other in connection with this Agreement. Confidential Information of (SHORT NAME OF THE FIRST PART)..... specifically includes, but will not be limited to (i) all data relating to **Short name of the Bank’** and other customer banks, including details of all the cheques, pay orders, drafts, deposit slips, and remittances, and all other information of the bank or its providers, customers, and any information developed by reference to or use of bank's Confidential Information, (ii) the terms of this Agreement, and (iii) any and all information or documentation relating to (SHORT NAME OF THE FIRST PART).....'s business, business relationships, financial affairs, including financial reports, work plans, and structures, all other information of (SHORT NAME OF THE FIRST PART)..... or its vendors, customers (including their employees), suppliers, contractors and other third parties doing business with (SHORT NAME OF THE FIRST PART)..... , and any information developed by reference to or use of (SHORT NAME OF THE FIRST PART).....'s Confidential Information. Provided, however, that except to the extent otherwise provided by Law, the term *“Confidential Information”* shall not include information that (i) is independently developed by the recipient, as demonstrated by the recipient's written or electronic records, without violating the disclosing Party's proprietary rights, (ii) is or becomes publicly known (other than through unauthorized disclosure), (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, or (iv) is already known by the recipient at the time of disclosure, as demonstrated by the recipient's written records, and the recipient has no obligation of confidentiality other than pursuant to this Agreement.

3. **“Instrument”** shall mean cheques, pay orders, drafts, deposit slips, and remittances.
4. **“Magnetic Ink Character Recognition” (“MICR”)** is to facilitate fast processing of cheques and prompt settlement, mechanized cheque processing using MICR technology for cheque processing in clearing.
5. **“NPCI”** shall mean National Payments Corporation of India.
6. **“Services”** shall mean, collectively, the services being provided by(SHORT NAME OF THE SECOND PART) pursuant to this Agreement, and, during the Termination Assistance Period, the Termination Assistance Services.
7. **“Termination Assistance Period”** shall mean a reasonable period of time mutually agreed between the Parties, up to ninety (90) days following the date of expiration or termination of this Agreement, during which(SHORT NAME OF THE SECOND PART) shall provide the termination assistance services in accordance with Section TERMINATION ASSISTANCE.
8. **CHI SHARING SERVICE** shall mean
 - a) Uploading of outward clearing data/image files of **‘Short name of the Bank’** by (SHORT NAME OF THE FIRST PART)..... in the format specified by NPCI into the specified folder of CHI for onward transmission to CH.
 - b) Accessing by (SHORT NAME OF THE FIRST PART)..... of inward clearing data/images files as received from NPCI through the CHI.
 - c) Uploading of outward return files of **‘Short name of the Bank’** in the format specified by NPCI into the specified folder of CHI by (SHORT NAME OF THE FIRST PART)..... for onward transmission to CH.
 - d) Accessing of inward return file of **‘Short name of the Bank’** as received from NPCI through the CHI by (SHORT NAME OF THE FIRST PART)..... Pursuant to the above,(SHORT NAME OF THE SECOND PART) shall provide (SHORT NAME OF THE FIRST PART)..... access to and enable (SHORT NAME OF THE FIRST PART)..... to use(SHORT NAME OF THE SECOND PART)’S CHI server (“CHI Server”) to transmit (SHORT NAME OF THE FIRST PART)..... data to NPCI on behalf of the **‘Short name of the Bank’** and render other associated services subject to the terms and conditions set forth hereunder.
9. **“Headings”**. The Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

10. **Interpretation of Documents.** Except as otherwise expressly set forth in the body of this Agreement or in any of the Schedules, in the event of a conflict between the provisions in the body of this Agreement and the Schedules, the provisions in the body of this Agreement shall prevail.

2. SERVICES

1. Commencing on the Effective Date and continuing throughout the Term,(SHORT NAME OF THE SECOND PART) shall be responsible for providing to (SHORT NAME OF THE FIRST PART)..... (for **Short name of the Bank'**): (a) the Services in accordance with the terms of Section 3 of this Agreement, and (b) any incidental services, functions and responsibilities not specifically described in this Agreement, but which are required for the performance and delivery of the Services, , for which sufficient notice shall be given in writing to(SHORT NAME OF THE SECOND PART) at each instance subject to the relatedness of the request with the services availed as referred in the section 3
2. The services are offered during banking days as notified by RBI for respective regions and other Banking authorities during the financial year.

Parties acknowledge that (SHORT NAME OF THE FIRST PART)..... has been authorized by **Short name of the Bank'** to act on its behalf and as its agent for engaging(SHORT NAME OF THE SECOND PART) services and to enter into this Agreement with(SHORT NAME OF THE SECOND PART) for the purposes of providing cheque processing services.

3. CHI SERVER SHARING PROCESS;

Sharing Process: The process for the use of CHI Server by (SHORT NAME OF THE FIRST PART)..... will be as follows:

1. (SHORT NAME OF THE FIRST PART)..... will generate the CHI files for **Short name of the Bank'** outward clearing and transmit to the CHI Server of(SHORT NAME OF THE SECOND PART).

2. These CHI files will be uploaded to a designated folder of the server from where the files will be transmitted to the NPCI system for clearing. (SHORT NAME OF THE FIRST PART)..... shall have only secure FTP access of designated folders to the CHI server. Automated tool for FTP will be provided by (SHORT NAME OF THE FIRST PART)..... at its own cost and expense.
3. The inward clearing files received from the NPCI system will be automatically accessed by (SHORT NAME OF THE FIRST PART)..... AFT service that will pickup relevant inward files based on the sort codes from designated folders.
4. Any return files will be uploaded similarly to the CHI Server.

The above said process is subject to change as per NPCI /Banks requirements any time during the term of this Agreement which will be communicated and informed to(SHORT NAME OF THE SECOND PART). Such changes will be made only after getting written consent to the change by(SHORT NAME OF THE SECOND PART).

4. FORCE MAJEURE

.....(SHORT NAME OF THE SECOND PART) and (SHORT NAME OF THE FIRST PART)..... shall not be responsible for disruption, stoppage and breakdown of services due to:

- i. acts of God like Floods, Fire or Social Violence, Bandhs, Hartals, strikes;
- ii. any other public disruptions outside its control;
- iii. any regulatory/legal action preventing(SHORT NAME OF THE SECOND PART) from carrying out the activity contemplated under this Agreement; and
- iv. any event(s) which may have potential risk to life of its employees or its agents and its equipment, premise, infrastructure etc.
- v. Equipment/hardware/software/telecommunication failure or breakdown or lack of availability of the same due to any reasons including a network and telecommunications failure in the city, area, building and work area from where the CHI is being operated or availed ;

5. PARTIES' RESPONSIBILITIES

1.(SHORT NAME OF THE SECOND PART) *Responsibilities*:(SHORT NAME OF THE SECOND PART) shall be responsible for the providing the following services:
 1. CHI Server & Facility- Installing, maintaining and operating CHI Server and other necessary equipments and software.
 2. CHI server Access Permission-Secured FTP Access of designated folder-Granting permissions/authority to (SHORT NAME OF THE FIRST PART)..... to access CHI Server of(SHORT NAME OF THE SECOND PART) to enable (SHORT NAME OF THE FIRST PART)..... to transmit all data /images/reports to NPCI. This access is limited to the designated folders as specified by NPCI in the CHI Server of(SHORT NAME OF THE SECOND PART).
 3. Making all software and process changes, necessary to comply with all the statutory requirements as well as any other requirements specified by the RBI/ NPCI from time to time.
2. **Short name of the Bank'**: For removal of any doubt, **Short name of the Bank'** shall not have any responsibility in respect of maintenance or operation of the CHI Server or in respect of other services rendered under this Agreement.
3. (SHORT NAME OF THE FIRST PART).....'s *Responsibilities*: (SHORT NAME OF THE FIRST PART)..... shall be responsible for:
 1. Full automation of the process of routing the data/images/files to the NPCI through the CHI Server.
 2. Connectivity from(SHORT NAME OF THE SECOND PART) to (SHORT NAME OF THE FIRST PART).....
 3. Maintenance of Anti- Virus and Firewall at (SHORT NAME OF THE FIRST PART)..... ISB -(SHORT NAME OF THE FIRST PART)..... shall install and maintain and appropriately update anti-virus and firewall software for the protection of all the data related to customer indirect member banks and their Instruments.
 4. Generation of CHI files for outward clearing.
 5. (SHORT NAME OF THE FIRST PART)..... shall provide automated tool for data transfer to CHI server.
 6. Upload of CHI files to a designated folder in the CHI server.
 7. Accessing and auto download of onward files/Return files/Report from CHI.
 8. Generation and upload of return files.
 9. Failure of any software or application related to (SHORT NAME OF THE FIRST PART)..... process shall be responsibility of (SHORT NAME OF THE FIRST PART).....

10. (SHORT NAME OF THE FIRST PART)..... shall be responsible for procurement, installation and maintenance of Hardware, other networking equipment and link between(SHORT NAME OF THE SECOND PART) and (SHORT NAME OF THE FIRST PART).....
11. (SHORT NAME OF THE FIRST PART)..... shall not include a new customer bank that will be using(SHORT NAME OF THE SECOND PART) CHI without seeking written permission from(SHORT NAME OF THE SECOND PART).
12. (SHORT NAME OF THE FIRST PART).....'s customer banks shall be only banks which are RBI approved indirect members of Bombay Bankers Clearing House as their customers for rendering the above services.
13. (SHORT NAME OF THE FIRST PART)..... is solely responsible for loss of data, failure to move the files of their customer banks into/from the designated folder because of disruption, network failure or any other cause in their transmission facility from CHI to (SHORT NAME OF THE FIRST PART).....'s data centre or because of the failure in (SHORT NAME OF THE FIRST PART).....'s AFT mechanism provided the same can be solely attribute to (SHORT NAME OF THE FIRST PART).....(SHORT NAME OF THE SECOND PART) shall not be held responsible on this account.

1. CONFIDENTIALITY

1. Except for the specific rights granted by this Agreement,(SHORT NAME OF THE SECOND PART) shall not possess, use or disclose any Confidential Information without (SHORT NAME OF THE FIRST PART).....'s prior written consent, and shall use reasonable care to protect the Confidential Information.(SHORT NAME OF THE SECOND PART) shall be responsible for any breach of confidentiality by its employees.
2. Except for the specific access permitted under this Agreement, (SHORT NAME OF THE FIRST PART)..... shall not whether consciously or accidentally access the CHI server beyond the permitted folders and shall not collect or use any information other than permitted data or resource and any such access will be treated as unauthorized access. (SHORT NAME OF THE FIRST PART)..... shall be responsible for any such unauthorized access made by its employees.
3. (SHORT NAME OF THE FIRST PART)..... shall not disclose or make available for use the confidential information, if any, parted by(SHORT NAME OF THE SECOND PART) to (SHORT NAME OF THE FIRST PART)....., to any third parties for any purpose by any means and shall hold the confidential information in confidence except without the express written consent.

2. TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and shall continue in effect thereafter until terminated as provided herein.

2. This agreement shall be valid for a period of 36 months from the above effective date and renewable for further period of 12 months on revised terms and conditions as may be agreed between (SHORT NAME OF THE FIRST PART)..... and(SHORT NAME OF THE SECOND PART) in writing.
3. In the absence of a written proposal for renewal from (SHORT NAME OF THE FIRST PART)..... and acceptance of the same by(SHORT NAME OF THE SECOND PART) 60 days prior to the expiry of this agreement, the Termination Assistance Period will commence from the expiry date automatically.(SHORT NAME OF THE SECOND PART) is not required to serve a notice to (SHORT NAME OF THE FIRST PART)..... and **Short name of the Bank** in this regard.
4. This Agreement shall, notwithstanding anything contained in the Agreement, terminate automatically on the occurrence of any of the following events: (i) Bankruptcy or insolvency of either Party, or (ii) Liquidation of either Party.
5. If there is any default in the performance of this Agreement or material breach of any of its provisions by either party, this Agreement may be terminated by giving written notification, within [90] days from the date of such default, to the defaulting party.
6. Upon termination of this Agreement for any reason, all rights, obligations and licenses of the Parties hereunder shall cease, except that (a) all obligations that accrued prior to the effective date of termination and any remedies for breach of this Agreement shall survive any termination, (b)(SHORT NAME OF THE SECOND PART) shall promptly return or destroy all data, and other tangible Confidential Information of (SHORT NAME OF THE FIRST PART)..... and its customer , and permanently erase all Confidential Information from its server or any computer and storage media, and (c) the provisions of Sections CONFIDENTIALITY (Confidentiality), GENERAL (General Provisions) and this Section TERM AND TERMINATION shall survive.

9. TERMINATION ASSISTANCE

1.(SHORT NAME OF THE SECOND PART) shall, upon (SHORT NAME OF THE FIRST PART).....'s request, continue the performance of the Services during the Termination Assistance Period. The quality and level of performance during the Termination Assistance Period shall not be degraded. After the expiration of the Termination Assistance Period,(SHORT NAME OF THE SECOND PART) shall (i) provide support to the extent of answering questions from (SHORT NAME OF THE FIRST PART)..... regarding the Services on

“as needed” basis and (ii) deliver to (SHORT NAME OF THE FIRST PART)..... any remaining (SHORT NAME OF THE FIRST PART)..... -owned documentation, data and materials still in(SHORT NAME OF THE SECOND PART)'s possession.

2. Each Party shall, upon the later of (i) the expiration or termination of this Agreement and (ii) the last day of the Termination Assistance Period return to the other Party all assets owned, licensed or leased by the other Party.
3. At the expiry of Termination Assistance Period this Agreement cease to exist and(SHORT NAME OF THE SECOND PART) shall not have any responsibility to discharge and/or liable for continuity of operation and consequential issues arising out of such discontinuity of service by(SHORT NAME OF THE SECOND PART) to (SHORT NAME OF THE FIRST PART)..... and its customer **Short name of the Bank**.

10. ARBITRATION AND JURISDICTION

1. In the event of any dispute between the Parties arising out of or in relation to this Agreement shall be resolved by arbitration in terms of the Arbitration and Conciliation Act, 1996.
2. The arbitral tribunal shall consist of a sole arbitrator appointed by each Party in writing and in case the Parties do not agree for appointment of a single Arbitrator, each Party would appoint one Arbitrator and the fourth Arbitrator would be appointed by the three Arbitrator appointed.
3. The place of arbitration shall be Mumbai, India.
4. Subject to arbitration, the courts at Mumbai shall have exclusive jurisdiction in relation to the subject matter of this Agreement.
5. The language of the arbitration proceedings shall be English.

11. GENERAL

1. Entire Agreement: This Agreement, together with all exhibits, Schedules and attachments hereto, represents the entire Agreement and understanding between the Parties with respect to the subject matter hereto and supersedes any prior Agreement or understanding, written or oral, that the Parties may have had.
2. Amendments: Any modification, amendment, or waiver of any provision of this Agreement shall be effective if, but only if it is in writing and signed in person or by an authorized representative of each Party against whom enforcement of such modification, amendment or waiver is sought.
3. Severability of Individual Provisions: If any provision in the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force.
4. Notices: Any notices given hereunder by either Party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Parties at the addresses appearing in the introductory paragraph of this agreement, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt.
5. Each person executing this Agreement whose names appears below their respective signatures, warrant and represents that he or she has the authority to enter into this Agreement on behalf of and bind the respective parties to which they represent and that they have obtained and have in place, requisite internal and external approvals and permissions for the purpose and object envisaged herein.

IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR HANDS ON THE DATE MONTH AND YEAR FIRST HEREINABOVE MENTIONED:

Signed and delivered for

Signed and delivered for

M/s.....(Name of First Part)

.....(Name of Second Part)

Signature _____

Signature _____

Name: _____

Name: _____

Title: _____

Title: _____

Signed and delivered for **The UP State Co-Operative Bank Ltd**

Signature _____

Name: _____

Title: _____

Witness 1

Witness 2
Name

Witness 3 Name
Name

Title

Title

Title

To

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

Dear Sir,

Cheque Truncation System – CHI Sharing Arrangement

As you are aware Reserve Bank of India in consultation with NPCI is migrating the clearing system to cheque truncation system (CTS) shortly.

In this connection we wish to inform, you that, we have retained M/S....., as our service provider for outsourced model of cheque truncation system.

We have been informed by M/S....., that they have tied up with your Bank as their CHI sharing for their outsourced customers in Delhi Clearing grid.

We now request you to share your CHI server for processing of all our clearing cheques through M/S..... in CTS environment.

Kindly let us have your concurrence for the above.

Thanking you,

Yours faithfully,

For The UP State Co-op. Bank Ltd.

Authorized Signatory.