

## REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF VENDOR FOR MIGRATION OF CORE BANKING SOLUTION FROM FINACLE 7.0.18 TO FINACLE 10.2.25 AND FACILITY MANAGEMENT SERVICES FOR CORE BANKING SYSTEM (FINACLE 10.2.25) FOR FIVE YEARS (E –TENDER)**



**PASCHIM BANGA GRAMIN BANK**

**DEPARTMENT OF INFORMATION TECHNOLOGY, HEAD OFFICE  
NATABAR PAL ROAD, CHATTERJEE PARA MORE  
HOWRAH – 711101**

**RFP Ref. No: PBGB/HO/DIT/765/2023-24 Date: 27/06/2023**

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

This document is prepared by Paschim Banga Gramin Bank for selection of service integrator for Migration of CBS from Finacle 7.0.18 to Finacle 10.2.25. It should not be reused or copied or used either partially or fully in any form

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## Abbreviations and Acronyms

The following abbreviations and acronyms defined in this RFP are as under:-

1	ABH	After Business Hours
2	AMC	Annual Maintenance Contract
3	API	Application Program Interface
4	ATS	Annual Technical Support
5	BFSI	Banking and Financial Service Institution
6	BPD	Business Process Definition
7	CBS	Core Banking Solution
8	CCU	Central Clearing Unit
9	CPU	Central Processing Unit
10	CSS	Current System Study
11	DC	Data Center
12	DR	Disaster Recovery Site
13	DRG	Detailed Requirement Gathering
14	EMD	Earnest Money Deposit
15	IPR	Intellectual Property Right
16	ISO	International Standard Organization
17	ITB	Instruction to Bidder
18	MIS	Management Information System
19	OEM	Original Equipment Manufacturer
20	NDR	Near Disaster Recovery Site
21	PBGB	Paschim Banga Gramin Bank
22	PSB	Public Sector Bank
23	PSE	Public Sector Enterprise
24	PSU	Public Sector Unit
25	RAC	Retail Asset Center
26	RFP	Request for Proposal
27	RPU	Regional Processing Unit
28	SRS	Software Requirement Specification
29	SIT	System Integrated Testing
30	UAT	User Acceptance Testing



**Bid Schedule and Address :**

<b>Tender Reference</b>	<b>RFP Ref No: PBGB/HO/DIT/765/2023-24 Date: 27/06/2023</b>
<b>Cost of Tender Document</b>	<b>Rs.5,000/- (Rupees Five Thousand Only)</b>
<b>Date of issue of RFP</b>	<b>27/06/2023</b>
<b>Earnest Money Deposit (EMD)</b>	<b>Rs. 20,00,000/- (Rupees Twenty Lacs Only)</b>
<b>Date of commencement of sale of tender document</b>	<b>27/06/2023</b>
<b>Last date for submitting queries for the Pre-bid Meeting</b>	<b>On or before 03/07/2023 up to 05:00 PM</b>
<b>Pre bid Meeting and Venue</b>	<b>04/07/2023 at 3:30 PM Paschim Banaga Gramin Bank, Head Office Department of Information Technology Natabar Pal Road, Tikiapara Howrah - 711101</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>25/07/2023 at 03:00 PM</b>
<b>Opening of Technical Bids</b>	<b>25/07/2023 at 04:00 PM</b>
<b>Opening of Commercial/Price Bid</b>	<b>Will be informed subsequently to eligible &amp; technically qualified bidders.</b>
<b>Website for Online RFP</b>	<b><a href="https://www.pbgbank.com">https://www.pbgbank.com</a> &amp; <a href="https://www.tenderwizard.com/eproc">https:// www.tenderwizard.com/eproc</a></b>
<b>Address of Communication</b>	<b>General Manager, Paschim Banaga Gramin Bank, Head Office Department of Information Technology Natabar Pal Road, Tikiapara Howrah - 711101</b>
<b>Address for support for Online RFP/Process of submission of tender documents</b>	<p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website <a href="https://www.tenderwizard.com/eproc">https:// www.tenderwizard.com/eproc</a></p> <p>Following activities will be conducted online through above website:</p>

- a) Submission of Technical Bid & Commercial Bid by the Vendor
- b) Opening of Technical Bid & Commercial Bid by the Bank
- c) Clarification, if any, sought by the Bank.
- d) On-line evaluation by the Bank.

Representatives of Vendors will be given training, if any, for e- Tendering by the Service Provider, M/s Antares Systems Ltd.

Bidders who wish to participate in online tenders will have to register with the website (<https://www.tenderwizard.com/eproc>) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd:

- a) Support to the Bidders for participating in the bids through e-tendering Website.
- b) Call center support/ email/ phone/mobile etc. in all possible medium.
- c) Registration with the e-tendering website.
- d) User Manual / Training Kit to the Bidder.
- e) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.
- f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

	<p><b>Antares Systems Ltd.</b>  <b># 137/3 , 'Honganasu' Kengeri, Bangalore</b>  <b>Mysore Road, Bangalore – 560 060, India</b>  <b>Ph: - 080-49352000 / 40482000</b>  <b>Fax: - 080-49352034</b>  <b>Help Desk:</b>1800-3096630 / 9073677150/ 151 / 152 / 033 4604 6611  Contact Person: Mr. Kushal Bose/ Mr. Subrata Sheet Mobile no. 09674758719 / 09674758723  (On working days-0900 hours–1800 hours) e-mail: <a href="mailto:kushal.b@antaressystems.com">kushal.b@antaressystems.com</a>  <a href="mailto:subrata.s@antaressystems.com">subrata.s@antaressystems.com</a>  g) Bidders who wish to participate in e-Tender need to fill data in predefined forms of RFP, Technical, Price bid available in respective tender only.  h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents  After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.</p>
<b>Email address</b>	<b>pbgbfin10@pbgb.co.in</b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel : 033-26679478/2477</b>
<b>Note:</b> Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of Bank in this regard shall be final, conclusive and binding on all the Tenderers	

**Note :-**

If last day of submission of bid is declared a holiday under NI Act by the Government or any restriction imposed by Government, subsequent to issuance of RFP the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.

## **Part I - INTRODUCTION**

### **1. About PBGB :**

**Paschim Banga Gramin Bank** (hereinafter referred to as 'Bank or PBGB') is one of the leading Regional Rural Bank in West Bengal with 230 branches in rural areas across five districts viz. Howrah, Hooghly, Purba Bardhaman, Paschim Bardhaman and Birbhum. The Bank has implemented **Core Banking Solution (CBS)** with Finacle 7.0.18 at the branches and all offices and has been automating all operations in the controlling offices/branches. Bank intends to migrate/upgrade Core Banking Solution from Finacle 7.0.18 to Finacle 10.2.25 by selecting vendor for this migration.

### **1.1 Introduction :**

The PBGB intends to engage vendor for end to end Migration of CBS from Finacle 7.0.18 to Finacle 10.2.25 and manage the Finacle 10.2.25 application for a period of 5 years from date of Go-Live of the project.

Presently Finacle 7.0.18 Application Core Banking Software in the Bank is being managed by System Integrator under OPEX Model.

As a part of continuous technology upgrade, the selected bidder is expected to utilize various new features / technological advancement of the newer version of the CBS and to provide better and enhanced service to its customers through re-engineering of its existing business processes. The scope of the upgrade / migration can be enhanced as per requirements of Bank. The detailed scope of work has been defined Section – 3 (Scope of Work) of this RFP.

### **1.2 Objective of RFP:**

Paschim Banga Gramin Bank invites Request for Proposal (hereinafter referred to as "RFP" or "Tender") for Selection of Vendor (hereinafter referred to as "bidder" or "Vendor") for migration of its Core Banking System (hereinafter referred to as "CBS") from Finacle 7.0.18 to Finacle 10.2.25 along with integration of Allied Applications, Delivery Channels and other services at Data Centre and Disaster Recovery Centre of the Bank.

The vendor will be engaged for migration activities from date of acceptance of Purchase Order till Go-Live of the project. The vendor will further be engaged for maintenance of the new Finacle 10 application and other services for a period of **5 years** from date of Go-Live.

**The vendor will be required to co-ordinate with System Integrator (Infrastructure Vendor) and Bank for necessary hardware, software, network infrastructure required for Finacle 7.0.18 to Finacle 10.2.25 version migration activity.**

## 2. Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted in Eligibility Bid. Offers received from the bidders who do not fulfil any of the following eligibility criteria are liable to be rejected.

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME Entrepreneur &amp; still categorized as MSME for the last 3 years as on RFP issuance date.</p> <p>Bidder / Partner/ Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<ol style="list-style-type: none"><li>1. Certificate of Incorporation issued by Registrar of Companies along with</li><li>2. Copies of Memorandum of Association</li><li>3. Copies of Articles of Association</li><li>4. Shareholding pattern</li><li>5. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</li><li>6. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</li></ol>
2	<p>The bidder must have minimum annual turnover of Rs. 100 Crore each in last three financial years i.e. 2019-20, 2020-21 &amp; 2021-22. This must be the individual company turnover and not that of any group of companies.</p>	<p>Copy of Audited Balance sheet for the financial years i.e. 2019-20, 2020-21 &amp; 2021-22 should be submitted. Also a Certificate signed by the Chartered Accountants regarding company's financial capability to be submitted.</p>
3	<p>The Bidder should have operating Profit in the last three financial years (2019-20, 2020-21 &amp; 2021-22).</p>	<p>Copy of Audited balance sheet of the financial years i.e. (2019-20, 2020-21 &amp; 2021-22) should be submitted.</p>
5.	<p>The bidder should have Agreement with OSD of the Finacle Application for direct Migration support by OSD, which is mandatory and it should be as per role of OSD as defined in the RFP</p>	<p>Consent letter from OSD to be submitted along with Technical bid.</p>

6.	The bidder should have experience in implementation & maintenance of Finacle application in at least one Bank in India having more than 500 branches operation in the last 5 years.	A copy of Purchase Order and the necessary experience certificate along with reference letter having experience of implementation & maintenance of Finacle application in Bank to be enclosed with the bid documents.
7.	The Bidder/OEM should have service / support infrastructure in Kolkata and Bengaluru for after sale support and maintenance of offered hardware and software.	List of branch / support offices full details of Name, Address / Telephone Numbers on the company's letter head should be submitted.
8.	Bidder and OEM should not have been black-listed by any Public sector bank / government institution in India as on RFP date.	An undertaking to this effect must be submitted in their respective letter head.
9.	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against selected bidder by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the bidder's company to that effect should be submitted.

**Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product. Bank right to verify the credential letter submitted by bidder directly from respective client. Credential letter should be undersigned with the rank of DGM/VP or above.**

Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. **Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made.** BANK reserves the right to verify /evaluate the claims made by the bidder independently. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder. The Bank may accept or reject an offer without assigning any reason whatsoever.

## **Part –II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS**

### **1. Invitation for Bids**

The PBGB invites sealed tenders comprising of Eligibility Bid, Technical bid and Commercial bid from experienced prospective bidders having proven capabilities for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years.

The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to Bank. Sealed offers / Bids (Bid) prepared in accordance with this RFP should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

### **2. Due Diligence**

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

### **3. Tender Document and & Fee**

A complete set of tender document can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs.5,000/- (Rupees Five Thousand Only)**.

A complete set of tender documents can also be downloaded from Bank's website [www.pbgbank.com](http://www.pbgbank.com). The Cost of tender documents shall be paid through NEFT mode or by Demand Draft / Banker's Cheque / Pay Order drawn in favour of Bank payable at Kolkata. The bidder has to provide the Bank the UTR no. generated after the NEFT (hard copy of the receipt generated should be submitted along with the bid documents), failing which the bid of the concerned bidder will be rejected. The Cost of tender document is non-refundable.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted along with the bid.

**The Bank details are as below:**

<b>Bank details for Tender Fee</b>	<b>Address for Obtaining printed copy of RFP</b>
Account Number-10011082030033 Account Name- TENDER FEES Branch- HEAD OFFICE IFSC- UCBAORRBPBG	Paschim Banga Gramin Bank Head Office : Natabar Pal Road, Chatterjee Para More, Tikiapara, Howrah, West Bengal -711101

#### **4. Earnest Money Deposit**

The Bidder(s) must submit Earnest Money Deposit along with Eligibility Bid in the form of Bank Guarantee valid for a period of 180 days, with a further claim period of 30 days from the date of opening of Eligibility/Technical Bid in the format given in **Annexure J**, in favour of Paschim Banga Gramin Bank payable at Kolkata for an amount mentioned hereunder:

<b>Particulars of Job to be undertaken</b>	<b>EMD</b>
<b>Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years.</b>	<b>Rs.20,00,000/- (Rupees twenty Lakhs Only)</b>

Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee. The EMD will not bear any interest and it may be forfeited under the following circumstances:

- a. If the bidder withdraws its bid during the period of bid validity (180 days from the date of opening of bid).
- b. If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. The selected bidder withdraws his tender before furnishing an



unconditional and irrevocable Performance Bank Guarantee.

- d. The bidder violates any of the provisions of the terms and conditions of this tender specification.
- e. In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of BANK.
  - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of BANK within the stipulated time period or before the execution of Service Level Agreement (SLA).

## **5. Rejection of the Bid**

The Bid is liable to be rejected if:

- a. The document does not bear signature of authorized person on each page signed and duly stamp.
- b. It is received through Fax/E-mail.
- c. It is received after expiry of the due date and time stipulated for Bid submission.
- d. Incomplete Bids /Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Non-submission of Integrity pact or any other documents mentioned in the RFP shall be liable for rejection
- f. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- g. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- h. Non-submission of Pre Contract Integrity Pact as per format given in **Annexure – H.**

## **6. Pre Bid Meeting**

The queries for the Pre-bid Meeting should be reached by email on or before the date mentioned in the Bid Control Sheet by e-mail to **pbgbfin10@pbgb.co.in**. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site and sent to each individual bidder. The Pre-Bid Meeting schedule is mentioned in bid control sheet.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure – I.**

## **7. Modification and Withdrawal of Bids**

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

## **8. Information Provided**

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

## **9. Clarification of Offer**

To assist in the scrutiny, evaluation and comparison of offers/bids, Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of Bank in this regard shall be final, conclusive and binding on the bidder.

## **10. Late Bids**

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre Bid / subsequent addenda / corrigenda) for submission of bids will be rejected and / or returned unopened to the bidder.

## **11. Issue Of Corrigendum**

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

## **12. For Respondent Only**

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

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### **13. Disclaimer**

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

### **14. MSME Bidder**

Any enterprise registered under Udyam registration as Micro and Small Enterprise (MSEs), having valid Udyam registration certificate and/or Udyog Aadhaar (UAM) and category valid as on bid submission date are eligible to avail the benefits under the policy. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service.

#### **A. Exemption:**

To reduce transaction cost of doing business, MSEs will be facilitated by providing them tender documents free of cost, exempting MSEs from payment of earnest money deposit, adopting e-procurement to bring transparency in tendering process. However, exemption from paying Performance Bank Guarantee is not covered under the policy. MSEs may also be given relaxation in prior turnover and prior experience criteria during the tender process, subject to meeting of quality and technical specifications. However, there may be circumstances (like procurement of items related to public safety, health, critical security operations and equipment, complex and critical services, procurement of product of high importance and urgent products etc.) where procuring entity may prefer the vendor to have prior experience rather than giving orders to new entities.

#### **B. Purchase preference to Micro and Small Enterprises (MSEs):**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered

Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

#### **15. Costs Borne by Respondents**

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

#### **16. No Legal Relationship**

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

#### **17. Cancellation of Tender Process**

PBGB reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of PBGB in this regard shall be final, conclusive and binding upon the bidders.

The Bank reserves the right to accept or reject any Bid in part or in full, and to cancel the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

#### **18. Corrupt And Fraudulent Practices**

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

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution

**and**

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

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

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

#### **19. Non-Transferrable Offer**

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

#### **20. Address of Communication**

Offers / bid should be addressed to the address given in bid control sheet and uploaded on e-tendering website.

#### **21. Period of Bid Validity**

Bids shall remain valid for 90 days after the date of bid opening prescribed by Bank. Bank holds the rights to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence. In exceptional circumstances, Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

#### **22. No Commitment To Accept Lowest or Any Bid**

Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. Bank reserves the right to make any changes in the terms and conditions of purchase. Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

### **23. Errors and Omissions**

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within time as given in control sheet.

### **24. Acceptance of Terms**

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

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient ground for annulment of the award, in which event, bank may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, Bank shall appropriate the EMD/invoke the PBG of the successful bidder.

### **25. RFP Response**

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

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

### **26. Preliminary Scrutiny**

Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. Bank reserves the right for such waivers and this shall be binding on all vendors.

## **27. Notification**

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

## **28. Erasures or Alterations**

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

## **29. Clarifications on and Amendments to RFP Document**

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

## **30. Language of Bids**

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

## **31. Authorized Signatory**

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

**The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

### **32. Submission of Offer – Two Bid System**

Bank will follow Two Bid System i.e., Separate Eligibility & Technical bid. **Eligibility Bid** – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Integrity Pact, **Technical Bid** – containing Technical Information, Masked Commercial Bid & Technical Bill of Materials and **Commercial Bid** – containing Price Information.

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with the Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Integrity Pact on a non-judicial stamp paper of requisite value. Tender Offer forwarding letter prescribed in Annexure – A should be submitted with the Eligibility / Technical Offer. The Eligibility and Technical offers must not contain any price information. Bank, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of Bank in this regard shall be final, conclusive and binding upon the Bidder. The Technical bid should have documentary proof in support of Eligibility Criteria and Annexures.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating Bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid. The envelopes separately should contain the documents in the order mentioned in the following diagram.

The Commercial Offer (Soft copies) should contain all relevant price information as per **Annexure E**

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank 's Name.

#### **Note:**

- 32.1 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- 32.2 Hard copy of Tender Fee, Earnest Money Deposit, Integrity Pact and documents executed on non-judicial stamp paper should be sent on the address given in the control sheet on or before bid submission date.



- 32.3 Bidders to submit a **masked commercial Bid** i.e., by hiding price commercial bid as per Annexure S with technical bid envelope to be submitted.
- 32.4 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 32.5 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 32.6 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 32.7 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 32.8 Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 32.9 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 32.10 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- 32.11 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 32.12 Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.

### **33. Preference to Make in India**

The policy of the Govt. of India to encourage "Make in India" and promote manufacturing and production of goods and services in India, "Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 will be applicable for this tender.

**Purchase Preference:** In procurement of all goods, services or works in respect of which Nodal Ministry/Department has communicated that there is sufficient

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local capacity and local competition, only "Class-I Local Supplier", as defined under the order, shall be eligible to bid irrespective of purchase value.

In procurements of goods or works which are divisible in nature, the "Class-I Local Supplier" shall get purchase preference over "Class-II Local Supplier" as well as "Non-Local Supplier", as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- If L1 bid is not a 'Class-I local supplier', 50% of the order quantity in total shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price for remaining quantity and so on , and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers then such balance quantity may also be ordered on the L1 bidder.

In procurement of goods or works which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get Purchase Preference over 'Class-II Local Supplier' as well as 'Non Local Supplier' as per following procedure:

- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class – I Local Supplier ', the contract will be awarded to L1.
- If L1 is not 'Class –I Local Supplier, the lowest bidder among the 'Class-I Local Supplier ', will be invited to match the L1 price subject to Class –I local suppliers quoted price falling with in the margin of purchase preference and the contract shall be awarded to such 'Class -I Local Supplier' subject to matching the L1 price.
- In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier ' with the next higher bid within the margin of Purchase Preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case of none of the 'Class-I Local Supplier' within the margin of Purchase Preference matches the L1 price, the contract may be awarded to the L1 bidder.
- "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

### **33.1 For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order):**

- “Local content” means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- “**Class-I Local supplier**” means a supplier or service provider whose product or service offered for procurement has local content equal to or more than 50%.
- “**Class-II local supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- “**Non-Local Supplier**” means a supplier or service provider , whose goods , services or works offered for procurement , has local content less than or equal to 20%.
- “**Margin of purchase preference**” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

### **33.2 VERIFICATION OF LOCAL CONTENT:**

- a. The ‘Class-I local supplier’/‘Class-II Local Supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self –certification that the item offered meets the local content requirement for ‘Class –I Local Supplier’/‘Class –II Local Supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In case of procurement for a value in excess of Rs 10 Crores , the ‘Class-I Local Supplier/ ‘Class-II Local Supplier ‘ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies)or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local supplier at the time of submission of bid shall be required to provide a certificate as per **Annexure-W** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content

The Bank shall follow all the guidelines/notifications for public procurement.

### **34. Restriction On Procurement Due to National Security**

Any bidder from a country sharing a land border with India will be eligible to bid in this tender only if the bidder is registered with the Department for Promotion of Industry and Internal Trade (DPIIT). A copy of the valid Certificate to be attached with the Bid. Certificate as per the Annexure U to be attached along with the Bid. Vide Ministry of Finance OM No. 6/18/2019-PPD dated 23rd July 2020.

Reference is made to Government of India order F. No. 7/86/2020/BOA-I dated 07.08.2020 on restrictions on procurements from bidders from a country or countries, on grounds of defence in India, or matters directly or indirectly, related thereto, including national security.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

### **35. Purchase preference to Micro and Small Enterprises (MSEs)**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.

### **36. Adoption of Integrity Pact**

Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i.** Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii.** Principal to treat all bidders with equity and reason
- iii.** Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv.** Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v.** Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi.** Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii.** Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

- viii. For Joint Ventures (JV) entities, Integrity Pact should be signed by all partners.
- ix. In case of foreign contractor, details of their Indian counterpart should be submitted to Bank by the vendor.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as **Annexure H** for strict compliance.

### **37. Other Terms and Conditions**

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
  - b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
  - c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
  - d. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
  - e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
  - f. Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-
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issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

- 37.1 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 37.2 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 37.3 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 37.4 Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- 37.5 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- 37.6 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- 37.7 Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.
- 37.8 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection
- 37.9 Bids once submitted shall not be returned to the Bidder in future.



## **Part –III: BID OPENING AND EVALUATION CRITERIA**

### **1. Stages of Evaluation**

There would be Three (3) stages for evaluation process.  
The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

### **2. Evaluation Methodology**

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

#### **2.1 Eligibility Evaluation:**

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 3**, will be shortlisted for the Technical bid evaluation.

#### **2.2 Technical Evaluation:**

The Technical Proposals of only those bidders shall be evaluated who have satisfied the eligibility criteria bid. Bank may seek clarifications from the any or each bidder as a part of technical evaluation. All clarifications received by within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank

The proposal submitted by the bidders shall, therefore, be evaluated on the following criteria:

<b>Parameter</b>	<b>Maximum Marks</b>	<b>Minimum Passing %</b>	<b>Minimum Passing Marks</b>
Bidder Credential Strengths	30	50%	15
Technical and Functional features evaluation	30	100%	30
Bidder Manpower Credentials (Quality of manpower proposed submitted along with	10	50%	5

biodata)			
Bidder Technical Presentation by Program Manager for Overall Solution.	30	50%	15
<b>Total</b>	<b>100</b>		<b>65</b>

The evaluation/selection process will involve assessment of technical competence as detailed here below.

- i. A maximum of 100 marks will be allocated for the technical bid.
- ii. The evaluation of functional and technical capabilities of the bidders of this RFP will be completed first as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage.

The bidders scoring less than 65% marks (cut-off score) out of 100 marks in the technical evaluation shall not be considered for further selection process and their offers will be rejected at this stage. Bidders should score 100% in Compliance Technical features and for rest of the evaluation Parameters, bidders should score a minimum as mentioned in the above table. Bidder fulfilling the parameters stated above shall be considered as technically qualified. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will be shortlisted for further tender process.

In case none of the participating bidders qualify on technical criteria by reaching or exceeding the cut off score of 65%, then the bank, at its sole discretion, may relax the cut-off score to a lower value.

The evaluation of technical proposals, among other things, will be based on the following. Bidder should provide all relevant supporting documents, certification from client and Bio-data for L1, L2 and Program manager should be submitted along with bid.

SI	Technical Evaluation	Evaluation Approach
1	Bidder's Credential Strengths <b>(Max Marks 30)</b>	<ol style="list-style-type: none"> <li>1. Bidder should have successfully executed at least one implementation and maintenance project of Finacle Core Banking application during the last ten years in at least one Bank having a minimum of 500 branches in India - <b>15 Marks</b></li> <li>2. For the Second project bidder should have successfully executed implementation and maintenance project of Finacle Core Banking application including Finacle version migration with OSD during the last ten years in at least one Bank in India having a minimum of</li> </ol>

		<p>500 branches in India  <b>– Additional 10 Marks</b></p> <p>3. For the Third project bidder should have successfully executed implementation and maintenance project of Finacle Core Banking application including Finacle version migration with OSD during the last ten years in at least one Bank/ RRB in India having a minimum of 500 branches in India – <b>Additional 5 Marks</b></p>
2	<p>Technical and features evaluation  <b>(Max Marks 30)</b></p>	<p>The Bidder is required to submit the compliance of Technical and functional requirements mentioned in Scope of work. Bidders should score 100% in Compliance to SOW.</p> <p>Note:  Bidder should ensure that the all compliance against SOW non-compliance may lead to disqualification.</p>
3	<p>Manpower Credentials (Quality of manpower proposed) <b>(Max Marks 10)</b></p>	<p><b>Experience of the Program Managers:</b> - Should have Minimum 1 no. of Project Manger having 3 years of relevant experience in BFSI as Program Manager and out of which 1 years should have experience in Managing Migration, Implementation and Operations in Finacle in one or more Public/Private Sector bank/ RRB in India having a minimum of 500 branches in India – <b>(4 Marks)</b></p> <p><b>Experience of the L2 Resources:-</b> Should have more than 5 no. of L2 resources having more than two years of relevant experience in Finacle out of which 1 years should be in L2 Support and Customization for Finacle 10.x Core Banking Solution in at least one Public/Private Sector bank/ RRB in India having a minimum of 500 branches in India – <b>(3 marks)</b></p> <p><b>Experience of the L1 Resources:-</b> Should have more than 10 L1 resources having two years of relevant experience in L1 Support for Finacle Core Banking Solution in at least one Public/Private Sector bank/ RRB in India having a minimum of 500 branches in India – <b>(3 marks).</b></p>
5	<p>Bidder Technical Presentation <b>(Max</b></p>	<p>The bidders of this RFP have to give presentation/ interactions before the panel of</p>

	<p><b>Marks 30)</b></p>	<p>representatives of Bank on the methodology/approach, time frame for various activities, strengths of the bidders on such projects</p> <p>The technical competence and capability of the bidder should be clearly reflected in the presentation. If any short-listed bidder fails to make such presentation, they will be disqualified from the selection process. Bank will confirm the veracity of the claim in the presentation during the site visit and if not satisfied, bidder will be disqualified from the selection process.</p> <ul style="list-style-type: none"> <li>▪ Understanding of Bank's business and Operating environment <b>(5 Marks)</b></li> <li>▪ Demonstration of organization capability for the proposed initiative <b>(2 Marks)</b></li> <li>▪ Service Model demonstration <b>(2 Marks)</b></li> <li>▪ Achieving Project timelines <b>(3 Marks)</b></li> <li>▪ Demonstration of value addition for the proposed solution that brings in distinct solution advantage or implementation time or savings in efforts <b>(2 Marks)</b></li> <li>▪ Offered database Migration Solution demonstration <b>(6 Marks)</b></li> <li>▪ Offered Finacle 10.X migration approach demonstration <b>(10 Marks)</b></li> </ul> <p><b>Note: Bank may conduct presentation through Video Conference, if required.</b></p>
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### 2.3 Commercial Evaluation

The format for quoting commercial bid set out in **Annexure – E**. The commercial bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

- a. The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal (masked Commercial Bid) and Commercial Proposal, except that the (masked Commercial Bid) should not contain any price information (with Prices masked). Technical Proposal without masked Bill of Materials may be liable for rejection. Any deviations from the Bill of material/ non submission of prices as per the format shall make the bid liable for rejection.

- b. The L1 bidder will be selected on the basis of the amount quoted in the Reverse Auction process for the proposed solution. Lowest quote based on Total Cost of Ownership (TCO) in the Reverse Auction process, will be considered as the L1 bidder. However, in case of any discrepancy in calculation, unit cost for components & services shall prevail and TCO will be calculated accordingly.
- c. The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- d. The quoted TCO (Total Cost of Ownership) identified in the reverse Auction Process would be the basis of the entire outflow of the Bank for undertaking the scope of work.
- e. In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- f. In the event the vendor has **not quoted / not mentioned / left blank** item(s) in the commercial bid, for evaluation purposes the highest value for that item(s) among other submitted bids would be used to calculate the TCO, based on which the L1 bidder will be selected. However, for the purposes of payment and finalization of the contract, **the value of zero cost** in the unfilled item(s) would be used.

### 3 Normalization of bids:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical and commercial bids once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the

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normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.

#### **4 Award of Contract**

The contract shall be awarded to and the order shall be placed with selected L1 bidder based on the price quoted by the bidder in Commercial evaluation process. The selected bidder shall submit the acceptance of the order within seven days from the date of receipt of the order. Conditional or qualified acceptance shall be rejected. The effective date for start of provisional contract with the selected bidder shall be the date of acceptance of the order by the bidder. Bank reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder.

## **Part IV - SCOPE OF WORK**

### **1. Introduction**

The bidders are required to provide solution for Core Banking migration / upgrade, customization porting, Database Migration and implementation of Finacle 10.2.25, trainings, facility management support for Finacle 10 application for five years, etc. as per the scope of services mentioned below.

### **2. Broad Scope**

- a. Finacle Version Upgrade (Migration to new version 10.2.25) and data migration through OSD (Original Software Developer) of Application.
- b. Primary Site at UCO Bank Data Centre, at Kolkata and Secondary site at UCO Bank Data Centre, Bangalore.

<b>Existing</b>	<b>Proposed</b>
PBGB Data Centre Sify technologies Ltd, 76, Cyber Park Electronics City, 3rd Floor, Plot No. 76 & 77, 3rd Cross Rd, Phase 1, Electronic City, Bengaluru, Karnataka 56010	UCO DC Tata communications, No.2, KEB layout, Sanjay Nagar Main Road, Near Geddalahalli Bus Stop, Bangalore, Karnataka - 560094.
PBGB DR site Sify technologies Ltd, 6th floor, plot number K-10, Reliable Plaza, Thane Belapur Road, Airoli, Navi Mumbai, 400708	UCO DR Site 3 & 4 DD Block, Sector -1, Saltlake, Kolkata 700064

Please note that for operational convenience during Finacle 10. Migration, DC site will be UCO Dc at Bangalore, however after 1<sup>st</sup> Dr drill, the DC site will be changed to UCO DR at Kolkata.

- c. Facility Management services Including L1 & L2 Support for Finacle 10.2.25 Application, for five years.
- d. Work closely with application OSD, System Integrator of Core Banking Infrastructure and Bank for smooth migration of the database from Finacle 7.x database to Finacle 10.x database.

### 3. Finacle Version Upgrade (Migration to new version 10.2.25) and data migration by OSD of Application:

3.1 Existing Finacle CBS 7.0.18 should be upgraded / migrated to Finacle 10.2.25 with all existing modules implemented in Bank and additional modules as mentioned in below:

a) Signature Verification system, Single Sign on framework, Finacle Integrator, India Localisation, APDM tool.

b) FSDP Customisation tool kit for 3 named users with following modules

- Finacle Customization IDE Core
- Finacle Customization IDE CRM
- Finacle Script IDE
- Finacle Report Designer (site License for 3 named users)

Bank has the existing license & ATS arrangement with OSD M/s.Infosys. The above mentioned new licenses will be obtained/ procured y Bank from Infosys directly.

3.2 During the migration process, the SI shall engage OSD of Finacle i.e. M/s. Infosys for their direct support in following activities in migration process. A confirmation letter from OSD should be submitted along with Technical Bid. However, SI is the sole responsible for migration of the Finacle 10.x version in our Bank including Application installation, environment readiness, data migration, porting of customization, Integration of Interfaces, etc.

Sl. no	Domestic Implementation – Description
1	Current Customization Gap Study
2	India Localisation, Finacle Integrator, SSO, SVS implementation for Core
3	Implementation of FSDP & APDM tools
4	Customisation Porting
5	Finacle Core 7 to 10 - porting of customization menu approx. 200 nos. which includes customised scripts (approx 1500 ).
6	Reports porting – (Approx 150)
7	Customer Master to CIF porting
8	Data Migration
9	Performance Validation
10	Go live support
11	Post Go live support of 3 months



- 3.3 Environment Setup for Finacle 10.x including C24 & CSIS setup and Finacle application installation in UAT, training, Migration, DC & DR production setup.
- 3.4 Incremental Detailed Requirements Gathering (DRG)/Solution Fitment & Incremental Business Process Definition (BPD).
- 3.5 Customization porting of 7.x sources to 10.x including Unit Testing keeping 1500 customization sources as maximum.
- 3.6 Installation of identified Finacle Core 10.2.25 base product solution-set including C24 services.
- 3.7 Data migration for Finacle Core 10.2.25 base product solutions and for CSIS Database. Existing databases in Finacle 7.0.18 is on Oracle 11g in Solaris platform in existing PBGB Data centre. Proposed database in Finacle 10.2.25 will be on Oracle 19c in Linux platform in proposed UCO Bank data Centre. The data migration scope for production & CSIS databases should cover all above requirement.
- 3.8 Support and inputs for System Integration Testing (SIT) for Finacle Core 10.2.25 base product including customisations.
- 3.9 Support and inputs for User Acceptance Testing (UAT) for Finacle Core 10.2.25 base product including customisations.
- 3.10 Support and inputs for Go-Live / Cut-over activities for Finacle Core 10.2.25 base product including customisations.
- 3.11 Post Go-Live Support / Warranty Support for 90 days after Go-Live for Finacle Core 10.2.25 base product including C24, CSIS & customisations.
- 3.12 Installation of Finacle Application with latest patch at DC, DR, SIT, UAT, MIS, Report and Training setup.
- 3.13 Support for first DR-Drill activity to be planned and executed by bank within 90 days of Go-Live
- 3.14 Access to Product manuals through Finacle Knowledge Centre (FKC).
- 3.15 Integration with approx. 25 nos. of surrounding applications e.g. Mobile banking, Biometric Application, IMPS, UPI, ATM, CTS, NACH, NEFT, RTGS,

AePS, APBS, PFMS, SBMS, all DBT modules, CKYC, SMS, Balance inquiry through Missed call alert. Financial Inclusion, Micro ATM , AML.

Sl. No	Interface System	Status	Description
1	IMPS Switch	Existing	Integration with Banks' IMPS switch of Inward and Outward.
2	UPI Switch	Existing	Integration with Banks' UPI switch as Issuer.
3	Mobile Banking	Existing	Integration with Bank's Mobile Banking application
4	ATM Switch	Existing	Integration with UCO Bank's ATM switch.
5	Cheque Truncation System (CTS)	Existing	Processing of files generated from CTS application, validation, auto transaction and generation of response file in required format to be uploaded to NPCI.
6	Financial Inclusion Gateway & Financial Inclusion System (AePS)	Existing	Financial Inclusion Gateway: Switch for processing Financial Inclusion transactions of various vendors Financial Inclusion System: Application for processing Financial Inclusion transactions including AePS through micro ATMs.
7	PFMS, SBMS	Existing	Direct integration with Public Fund Management System and Scheme Based Management System FTP folders. Processing of files and submission of response files. SI is also required to establish a SFTP server system for PFMS.
8	SFMS / NEFT / RTGS /	Existing	Various payment Channels implemented in the Bank SI is required to integrate CBS with UCO Bank's NEFT & RTGS platform for sending receiving message with proper encryption & signing.
9	DBT	Existing	All government Direct Benefit

			Transfer systems including APBS, NACH,
10	KYC	Existing	End to end integration of c-KYC involving Bank's third-party vendor.
11	Aadhaar based Payments / Micro ATM switch	Existing	AePS / APBS
12	Ancillary services	Existing	SMS Gateway
13	NACH / MMS / e-Sign Mandate	Existing	Host to Host integration of NACH related all type of transaction and MMS services
14	Card Management System	Existing	<p>Provide Finacle module or third party application for card management along with integration of the same with CBS.</p> <p>Bidder should provide customization in the new CBS of Finacle 10.2.25 for following requirements:</p> <ol style="list-style-type: none"> <li>1. Integration with the debit card vendors for file upload, file download as per format specified by the card vendor using APIs or through file based process.</li> <li>2. Generate reports for monitoring and MIS.</li> <li>3. Maintaining the card inventory details in CBS.</li> <li>4. Managing data of Rupay debit cards.</li> <li>5. Card application entry / approval</li> <li>6. Interface or menu to branch user for Card data lifecycles maintenance (block/ lost/ hotlist/close etc.) and integrating the requests to Bank's switch.</li> <li>7. Menu or interface for branch users for card management and dashboard for management users.</li> </ol>

			8. Customization requirements during the period of support without additional cost.
15	SMS alert services	Existing	For alert generation from Core Banking and other system, Promotional messages. vendor is required to establish & integrate SMS alert system from CBS with existing SMS service provider M/s. Netcore.
16	Debit Card / e-Commerce / POS	Existing	Debit card issued by bank used by customer for cash withdrawal, POS & Ecommerce transactions
17	eTHICS	Existing	Branch & Account Inspection Application.
18	Corporate Mobile Banking	Forthcoming	Mobile banking for Corporate Customers
19	Account Aggregator	Existing	Account Aggregator application for both FIU & FIP
20	NPA Tracker	Forthcoming	Monitoring of NPA Accounts including SMA accounts.
21	Additional 5 Interfaces may be added during the migration period		

- 3.16 Interface Porting of Bank's all existing interfaces (Internal and External) with Finacle 7.0.18 to Finacle 10.2.25.
- 3.17 All customization retrofitting and porting along with Interface porting to be done on ASIS basis.
- 3.18 During customization migration of existing customization on Finacle 10.2.25, vendor should use the out of the box modules available in Finacle 10.2.25 as first preference. If the same functionality is not available or not suitable as per Bank's requirement, then the same can be customized ensuring highest possible optimization.
- 3.19 The current CBS database and data should be migrated with up gradation of Oracle DB to latest certified version of Oracle DB (19c or higher) with Finacle 10.2.25.
- 3.20 There should not be any data loss during/post migration of data.
- 3.21 Implementation of Regulatory and GOI directives as on date of Go-Live for all modules and business requirements under scope of this RFP.

3.22 To support Bank's IT Team for data cleaning during the migration of database to Finacle 10.2.25.

#### **4. Techno-Functional Training:**

Vendor shall provide necessary Training to the Bank. Below is schedule for the same:

- Core team Techno – Functional training on Finacle Core 10.2.25 two batches – 10 members (15 days)
- Training should be conducted by OSD M/s. Infosys in their training center.
- Training should be conducted before initiation of the migration process. The training should include the concept required to conduct migration of CBS to Finacle 10.2.25 and the features of the available modules.

#### **5. New application Interfaces & Customization**

Post Migration to Finacle 10.x, Bank may procure new business applications e.g. API Banking, Cloud services as and when introduced by Bank, etc, The SI shall customize, implement, and maintain the interfaces with the new Applications at a mutually agreed terms & conditions.

#### **6. Regulatory Requirement:**

- 6.1 During the contract period, vendor should implement all new implementation and customization as non-commercial Change Request (without any cost to Bank) related to following:
- 6.2 Changes arising out of regulatory guidelines
- 6.3 Customization or correction or modification to already implemented product or module
- 6.4 Direct Benefit Transfer related schemes or changes
- 6.5 State Government or Central Government imposed changes or schemes
- 6.6 Existing delivery channels and new Payment interface integration
- 6.7 Implementation and integration of services provided by NPCI or any similar entity

## **7. Testing**

- 7.1 To validate the application system stability and ensure there is no memory leaks and degradation over time when exposed to prolonged peak user/targeted transaction load.
- 7.2 Vendor will initiate EOD & BOD and System Integrator will be monitoring hardware utilization in backend.
- 7.3 Automated procedure for EOD, BOD and UAT.
- 7.4 The Bank proposes to conduct "User Acceptance Testing" ("UAT") for the Solution for the purpose of ensuring that all the functionalities requested for by the Bank are available and are functioning accurately. The UAT would be carried out for the Core Banking Solution and all the allied applications Upgraded by the vendor.
- 7.5 Any deviations/discrepancies/errors observed during the testing phase will be formally reported to the bank and the vendor will have to resolve them immediately or within the UAT approach and guidelines formulated between the vendor and the Bank. The resolution timelines will be completely aligned to the project timeline of this RFP.
- 7.6 The vendor will be responsible for maintaining appropriate program change control and version control for all the modifications/ enhancements carried out during the implementation/testing phase.
- 7.7 The vendor will be responsible for providing and updating system & user documentation as per the modifications.
- 7.8 The vendor should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

## **8. Security**

- 8.1 Application Security Testing would be done post implementation. In case of there is an observation by testing agency, Vendor is required to perform the necessary changes to comply to the security parameters and Requirement as identified by testing agency within stipulated timelines.
- 8.2 The vendor is required to bridge the security gaps after taking appropriate approvals and concurrence from the Bank.

- 8.3 Vendor need to conduct Finacle Application Performance tuning as and when required by bank during contract period. During this activity, vendor needs to study end-to-end application parameters, response time Configuration, landscape, channels utilization, menu specific response time etc.
- 8.4 Vendor need to ensure that Report, UAT and Training environment need to be in sync with Production environment in terms of data and script. All the customization / enhancement / products / parameter change needs to be applied in these environments on periodic basis which should not be greater than 7 days for training & UAT and report server sync with production on daily basis. Vendor needs to ensure that all the data such as customer information and balances needs to be masked before releasing the Non-Production environment to the end user as and when required. Non-Production environment here refers to UAT, Development and Training.

## **9. FM Services for Core Banking Services**

9.1 After Finacle 10.x GO LIVE vendor need to perform the DC DR Drill in totality within in coordination will all other application vendor of the bank. Following points should be cover:

- Vendor need to perform minimum of 4 DC-DR drill in each year ( at least once in a quarter) during the contract period and as per the discretion of the bank as and when required.
- Vendor needs to allocate adequate resources, do project management and work closely with the Bank's team for performing the DR Drills whenever planned by the Bank.
- Any configuration level changes which can impact the DC-DR drill needs to be informed to Bank team before hand to avoid issues during the Drill.
- During DC-DR drill, Vendor need to allocate appropriate resources onsite to avoid any failure and delays which will be penalized appropriately as mentioned in the Service Level of RFP.
- Vendor need to perform project management and all reporting and pre and post environment preparation to avoid any failure in the drill.
- Maintain and update Business Continuity plan Maintaining updated disaster recovery plan.
- Maintain and update disaster recovery plan.
- Notifying Bank promptly if a Disaster recovery scenario/condition arises
- Assisting Bank in execution of DR plan in such scenario
- Perform periodic recovery testing

- Developing and executing test plans as per defined periodicity or as and when required
- Documentation for Business continuity plan, Business continuity strategy plan & Roles and responsibility matrix for Vendor's DC and DR team
- Coordinate with all the users involved in DR testing
- Track and report DR test results.
- Develop an action plan and timeline to address DR testing results.
- Implement DR action plans and provide ongoing status reporting until completion of all action items.
- Initiate the DR plan for Bank in the event of Bank declared DR situation as per Bank Disaster Recovery policies and procedures.
- Coordinate with Bank and third parties during a DR situation as per Bank Disaster Recovery policies and procedures.
- Bank can also do an unplanned DR Drill which Vendor needs to support and design the system accordingly.

### 9.2DC DR Locations

- Bank's existing data centre is at Sify data centre Bangalore and DR site is at Sify data centre, Mumbai.
- It is proposed to have rack space for Finacle 10.x implementation in UCO Bank's data centre at Bangalore & DR site at Kolkata.

### 9.3 Facilities Management (including L1, L2 support and other support services)

- The Vendor will be the Single Point of Contact and responsible for Facilities Management Services, supplied in this RFP. Facilities Management Services should cover
  - Finacle 10 (Domestic application management: L2 support
  - Finacle 10 L1 support.
- Application maintenance would include installation, re-installation, troubleshooting, performance tuning, performance monitoring, applications of patches, bug fixing, improvements in presentation and / or functionality during contract period. Application Management Services team should provide support to all applications & modules referred in the RFP.
- The personnel being deployed by the Vendor for critical, key activities of Facilities Management Services at the Bank should be employees of the Vendor's firm. In any case, the Vendor is completely responsible and should duly meet the SLA requirements of the Bank as stated in the RFP.
- Vendor should deploy competent resources for the team to provide necessary maintenance and support as per the requirement of the Bank. Vendor has to deploy adequate resources to ensure that the systems are up and customer service is not impacted. To ensure that the SLAs are met, the Vendor if required will need to deploy additional resources during the contract period including implementation schedule without any



additional cost to the Bank. The Bank has a right to interview and reject resources deployed by the Vendor.

- Facility Management team should be available on-site and would resolve day-to-day production issues reported in all in applications by debugging and analyzing the same.
- Upon intimation of the issue from the Banks' Team, the Facility Management team would analyze the issue and provide the necessary solution /Patch as per the SLA.
- Vendor 's support team would liaison with OSD of application software. Vendor to report product related bugs, parameters and obtain & apply the fixes (if applicable) for the same in consultation with Bank.
- In case, the resource deployed by the Vendor is unable to continue during contract period, it will be the responsibility of Vendor to provide similar resource within 7 days.
- The L1 and L2 engineers should be well versed with Finacle 10.
- All engineers must be in the payroll of awarded Vendor.
- Third-party background verification must be done before engagement to this project and the report should be submitted to Bank before engagement.
- Dedicated engineers must be engaged for the minimum numbers of hours specified.
- Application maintenance would include installation, re-installation, troubleshooting, performance tuning, performance monitoring, applications of patches, bug fixing, improvements in presentation and / or functionality and others within a duration mentioned in Service Level Agreement for the extended period.
- All the maintenance and support during this extended support period would be on-site only.
- To ensure that the timeline defined in SLA are met, the vendor shall deploy additional resources during the migration period without any additional cost to the Bank. The Bank has a right to interview and reject resources deployed by the Vendor
- The support coverage would be limited to the Finacle 10.2.25 suite of products (Finacle Core, FI, CRM, SSO, SVS, India Localisation etc) including the interfaces and new licensed modules that would be implemented as part of the proposed Finacle 10.2.25 migration / version upgrade and the customizations that have been done as part of this project and during the contract period.
- All the maintenance and support during this extended support period would be on-site only.
- Vendor should deploy competent resources for the AMS team to provide necessary maintenance and support as per the requirement of the Bank. Vendor has to deploy adequate resources to ensure that the systems are up and customer service is not impacted.

- To ensure that the timeline defined in SLA are met, the vendor shall deploy additional resources during the migration period without any additional cost to the Bank. The Bank has a right to interview and reject resources deployed by the Vendor
- The Vendor shall consider and envisage all services that will be required in the maintenance of the system.
- The support coverage would be limited to the Finacle 10.2.25 suite of products (Finacle Core, FI, CRM, SSO, SVS, India Localisation etc.) including the interfaces and new licensed modules that would be implemented as part of the proposed Finacle 10.2.25 migration / version upgrade and the customizations that have been done as part of this project and during the contract period
- Upon intimation of the issue from the Bank's Team, the AMS / L1 / L2 Support Team would analyze and resolve the issue
- L3 engineers should be well versed with customization of Finacle 10.2.25 and should provide all on-demand customization and Change Requests of Bank in scheduled time. Vendor should engage their "Center of Excellence" for complex customization. During the contract period all Change Request within the purview of Finacle 10.2.25 should be provided free of cost to Bank within the technical feasibility of Finacle 10.2.25.
- The issue would be categorized as a bug, enhancement, understanding issue, setup related or data related issues.
- Vendor 's support team and the Bank's team would liaise with the ATS team of OEM Vendor (Infosys) to report product related bugs and obtain fixes(if applicable) for the same.
- If the issue is a bug and would require a fix, restoration would be provided by the support team.
- If the issues are because of the incorrect understanding, the issue would be closed with appropriate explanation.
- If the issues require changes in the product setup or data, the Vendor 's team would suggest the required changes to the parameters / data to be made. The changes will have to be carried out in concurrence with the Bank's team.
- Upon receipt of a patch for a bug, the same would be intimated to the PBGB team & Vendor would be required to download the patch, deploy and PBGB Bank's UAT team would certify the same before deploying it in the production.
- Once the issue is resolved or a restoration is provided to the issue, the PBGB team would intimate the same to the Bank's end users

#### 9.4 L1 Service Desk for application Finacle 10.x

Level 1 (L1) Service desk would need to be setup at the Banks' premises on all working days of the Bank between 7 am till End of Day of the last branch and system. Bank's end user will call the Bank's CBS Team and Bank's CBS Team will route the call to Vendor L1 Service Desk service desk.

Vendor L1 service Desk will provide all kind of support, information and non-functional information, ticket routing to Bank's CBS Team.

The support staff in the L1 helpdesk must have a minimum relevant experience of two years each in Finacle CBS . The Bank reserves its right to replace the L1 staff, in stages or in full, over a period of time with that of its own team or another appointed Provider, in which case bank will discontinue payments in respect of the replaced staff.

The Bank reserves the right to increase or decrease the number of seats at L1 helpdesk depending on its requirements at the Bank. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Vendor is expected to quote a per seat rate, which shall be used in case the Bank orders for lesser or more number of seats at the L1 helpdesk. The Vendor should also note that the setup at the L1 helpdesk must provide for 1 supervisor to monitor the Helpdesk activities.

The Bank expects the Vendor to provide for L1 support for all activities and services that are part of scope. Vendor shall at minimum deploy the resources as per the minimum deployment level specified. Vendor should independently arrive at the sizing and deployment plan to meet the RFP requirements (as per scope of work and SLAs), adhering to the minimum deployment level. Vendor shall deploy resources at no extra cost if the proposed deployment does not meet the RFP requirements and SLAs.

The key activities that the SI is expected to perform as part of Level 1 Helpdesk Support are:

- Assessment in case of specific rights assignment
- Provision for assigning user rights only for certain fixed period
- Periodic user right monitoring (at known frequency) must be specified and implemented.
- Categorization of requests into functional clarification, bug or change request and route the ticket to the right team.
- Functional clarification to be provided by Level 1 support itself.
- Bugs & change requests to be logged and reported for further processing
- Provide telephonic and / or electronic mechanisms for problem reporting requests as well as for service and status updates.
- Escalate/assign unresolved issues to L2 helpdesk
- L1 support team will be responsible for first level of trouble shooting for all the applications, hardware / infrastructure components, links etc. taken over / supported by the Vendor or provisioned by the Vendor through this RFP.

- L1 support team needs to assign unresolved calls to L2 support team and follow up for resolution.
- L1 team also has the responsibility to provide the solution to end users after taking the same from L2 team and close the call with appropriate comments.
- Vendor has to leverage the functionality of EMS tool and provide the system uptime / down time/ Call response time / No of call attended report every month.

Vendor needs to provide a menu driven start / stop of application services, which the L1 team will use for refreshing the services as and when required and monitoring their status. All the necessary documentation and training needs to be provided by the Vendor to the L1 team for handling the required support activities.

#### 9.5 Level 2 (L2):

- Level 2 (L2) Service desk would need to be setup at the Banks' premises covering 24x7x365.
- The Vendor should include the complete cost of the L2 support for the entire 5 years as part of the Commercial bid. Same may be renewed for a further period with existing terms and condition including cost at the discretion of the Bank.
- The support staff in the L2 helpdesk must have a minimum relevant experience of five years. Vendor should independently arrive at the sizing and deployment plan to meet the RFP requirements (as per scope of work and SLAs). Vendor shall deploy additional resources at no extra cost if the proposed deployment does not meet the RFP requirements and SLA terms.
- As part of L2 support, Vendor needs to perform the below activities:
  - The Vendor is expected to act upon the tickets routed from Level 1. The SI has to be proficient and ensure professional personnel are placed to handle the L2 support and resolutions are provided on a proactive basis.
  - Provide continuous onsite support for the all applications being implemented / taken over / supported / procured through the Vendor.
  - Performing and troubleshooting End of Day, End of Month, End of Quarter End of Year activities and other activities like batch job execution, bulk transactions/uploading, interest application etc.
  - Resolve calls within stipulated timeframe as defined in the Service Level Agreement.
  - L2 team has to support all internal and external interfaces in Core Banking Solution (NEFT, RTGS, CTS, ADC channels, FI, etc.) and

needs to do trouble shooting, customization etc. at CBS end for smooth functioning of day to day operation of the Bank.

- Vendor L2 team need to support all the hardware and software as part of this RFP.
  - L2 team needs to support the all customization including Bank customization and troubleshooting of all in scope applications and their interfaces.
  - Provide on-site trained personnel in each L2 shift, having adequate exposure and background on the solutions for problem handling and resolution
  - Coordinate with the L3 teams of respective application service providers for resolution and provide necessary information as may be required by the team to resolve the issues.
- Vendor has to leverage functionality of the EMS tool to provide call response time of L2 team.
  - Escalate the unresolved calls as per escalation matrix defined by the Bank.
  - Provide timeframes for providing a solution of resolution of the escalated calls.
  - Prepare Root Cause Analysis document with the root cause and resolutions provided for major issues such as:
    - Problems which have resulted in complete service disruptions or downtime
    - Critical production issues such as incorrect interest application in majority of the accounts, frauds done using the system, inconsistent accounting or system behaviour.
    - Delayed response times
    - Data / table corruptions
    - System Performance issues (high utilization levels)
    - Decide on preventive maintenance schedule with the Bank
    - Others environmental issues relating to Hardware and Software.
  - Liaise with the L1 support personnel for the call information and resolution.
  - Application database , middleware and third party software support need to be fully provided by Vendor and adequate number of resources need to be factored.
  - Vendor needs to commission, decommission, install, uninstall and support the middleware software from all aspects.
  - Modifications to existing scripts, reports, MRT, JSP or any other scripts due to errors / technical faults , if required, with mutual discussion with the Bank.

- Report to Bank management on the critical issues reported, resolved, solution provided and the suggested recommendations or best practices on a monthly basis.
- Perform performance tuning of the applications mentioned in the Scope of Work of this document including database tuning. The Bank expects the Vendor to provide advice and points to be considered to the SI for performing any hardware/OS tuning required as part of the performance tuning.
- Perform Application (Finacle , ) configuration replication across the Data Centre and Disaster Recovery Centre.
- The Bank reserves the right to increase or decrease the number of L2 resources depending on its requirements at the Bank. The Bank also reserves the right to change the locations of helpdesks at its discretion. The Vendor is expected to quote a per resource price. The Vendor should also note that the setup at the L2 helpdesk must provide for 1 supervisor and/or 1 support personnel from the Bank.

#### 9.6 Level 3 (L3) for application

L2 resources of the Vendor is responsible to co-ordinate with the L3 resources of respective Application's OEM in consultation with the Bank.

#### 9.7 Application Performance Tuning

- Vendor needs to factor the Finacle Application Performance tuning as per Bank's requirement.
- Vendor needs to do Finacle CBS Performance tuning twice in a year in consultation with application OEM/OSD.
- During this activity Vendor needs to study the full end to end application parameters, response time, configuration, landscape, all channels utilization, menu specific response time etc
- Vendor needs to complete the activity within 1 month and submit the report and Vendor needs to implement the solutions within next 3 months from the date of submission of the report.

#### 9.8 Go Live Support

- Vendor has to provision adequate number of L1 and L2 resources for the one month before time of Finacle 10.x rollout.
- Vendor has to ensure that these L1 and L2 staff are well versed with the bank's specific functionality / Interface and customizations for the smooth rollout Support.

#### 9.9 System & Security Audit

- Before live implementation / migration of the software solution in production system, the product may be audited by Bank's appointed Software Audit firm / in house team.

- All audit points raised by the auditor should be complied by the Vendor in consultation with Bank's IT team without any additional cost to the Bank within 60 days of its notification by the Bank.
- During warranty and AMC / ATS period, the Vendor needs to comply with security and system audit observation without any additional cost to the Bank.

#### 9.10 Solution Design

The Bank requires the solution architecture to have the following minimum capabilities/ features:

End to end IT Architecture

- The Solution should have a compatible end to end IT architecture covering
- End to end solution architecture
- End to end integration architecture
- End to end implementation architecture

#### 9.11 24 X 7 X 365 Availability

24 X 7 X 365 Availability The Critical Business Solutions as defined in SLA and other proposed solutions' design and deployment architecture should be such that the system is available to users 24 X 7 throughout the year without any down-time even during EOD, BOD, OLTP, daily, monthly, quarterly , annual closings, DR-Drill , system maintenance, backups, report generation, MIS generation, and running of batch processes. The Minimum technical requirement in revised Annexure D. For 24 X 7 X 365 availability, to maintained SLA & uptime, if additional hardware/software/solution required Vendor needs to factor same without any addition cost to Bank.

#### 9.12 – Go Live Support to the Branches :

“Go Live” will be considered, once all existing modules and interfaces are moved to the new production servers after compliance to all test cases and after successful movement of DC, DR and report servers.

Vendor should provide 'Go Live' support to all the Branches through Bank's Head Office or from offsite for two months from the day of 'Go Live'.

#### 9.13 – Performance Requirement :

The new setup should provide following minimum performance during the contract period. Vendor should propose the hardware, software, VM configurations based on 5th year business volume given in Table B- Annexure “D”.

SI No	Performance Parameter	
1	Transaction Per Second (TPS)	150
2	Transaction Per day	20 lakhs
3	Server Utilization	<50%

- For Bulk data and transaction processing, the servers or VMs should be re-sized to perform all the transaction within required time. Server should be tuned to handle flash processing of high volume of transactions.
- Report download should not slow down the performance of production server at any movement.
- Vendor s should engineer the sizing of the servers and Virtual Machines to meet the above requirements.

#### 9.14 – System Configuration Management –

- The Vendor / Vendor shall ensure facility exist for the control of documentation and application program versions, executable between environments.
- System Release - All of the deliverables referred to below, shall be delivered to the Bank on commencement of the User Acceptance Testing (UAT) following the correction of any “Non Compliances”.
  - Software Executables
  - Customized Software Source Code
  - System Requirements Specifications
  - Logical Data Base Design and Data Dictionary
  - Technical Design Documents
  - Finacle 10.2.25 Technical Manual
  - Finacle 10.2.25 Administration Manual
  - Finacle 10.2.25 User Manual
  - Finacle 10.2.25 Security Manual
- A copy of the source code of the application developed or the source code of customizations done for the Bank shall be handed over to the Bank on periodically basis during the contract period. A copy of all subsequent updates to the source code shall also be handed over to the Bank after the release. The Bank in turn shall guarantee that it will not use the software code for any commercial purposes.

#### 9.15 - Other important points to be noted by the Vendor :

- The Upgrade / Migration of the core banking system should be done along with the new licensed modules / add-on applications and should be accessed and operated from the Bank's offices / processing units / branches. As on date there are about 230+ Service Outlets of the Bank.
- Any gaps identified during Detail Requirement Gathering, functional requirements specifications study, system testing, user acceptance testing, business process re-engineering and pilot migration should be



included by the Vendor as migration efforts. Bank will not pay the Vendor any additional charges for all such customizations. Vendor shall take up all such amendments as required by the Bank on a priority basis and shall inform the Bank the timelines for completions.

- The Vendor should carry out customization of business processes, integration of various systems with Finacle 10.2.25 CBS. Bank will only facilitate the interaction with respective vendors. However, end-to-end responsibility for integration will remain with the Vendor only.
- The Bank may require the Vendor to address additional requirements that are not either of the following:
  - Bug Fixes
  - Gaps found during base version testing
  - Gaps against the functionalities in existing system

The same should be provided free of cost to Bank during Contract Period.

- Testing: To assist Bank's team in developing a comprehensive acceptance-testing plan for the different migration phases , including
  - "Functional tests" To demonstrate that the completed system performs the functions as is designed to perform
  - "Load tests" to demonstrate the ability of the system to perform without degradation when under maximum traffic load carrying conditions as defined in the manufacturer's specifications.
- To install, customize and implement the new modules in the system as per the requirement of the Bank within mutually agreed timeline.
- The Vendor has to provide all customization source codes and Documentation to the bank. The relevant IPR related to customization will be with Bank.

#### 9.16 – Migration Process :

The migration from Finacle 7.0.18 to Finacle 10.2.25 should be as follows:

1. The database should be migrated from Oracle 11g in Solaris platform in existing PBGB Data centre to Oracle 19c in RHEL platform in proposed UCO bank data Centre.
2. CBS including C24 & CSIS system should be migrated from 7.0.18 to Finacle 10.2.25 as big bang approach in new RHEL platform in new datacenter. However the new setup will be made available to end user only after successful integration of payment interfaces and ancillary services.
3. Integration of payment channels, ancillary services and user testing.
4. Go-Live of the project after user acceptance and sign off.

Vendor should conduct minimum of two mock migration before going for final migration. First mock migration should be carried out with one branch data as selected by Bank. Second mock migration should be carried out on all branches of a Regional Office along with respective Regional Office and Head Office.

#### 9.17 Reporting Environment at DR Site

- The Vendor has to maintain the Reporting & MIS environment at DR site with two additional database instance in DR Finacle Database server. The proposed production App & Web servers at DR site shall be used as App & Web servers of Report & MIS servers for regular days. While, during DR drill, the APP & Web server at DR site will be used as production App & Web servers.
- All Bank users will access Report for viewing and downloading reports.
- The daily, weekly, Monthly and Quarterly reports as per the format to be shared by Bank, should be available to the Bank branches latest by 7.00 am of the next day. The Half yearly and annual reports should be made available to the bank, the day after the processing.

#### 9.18 - System & Security Audit :

- All audit points raised by the Software auditor should be complied by the vendor without any additional cost to the Bank.
- The New solutions should have built in security features and compliant with the requirements of RBI, NABARD, UIDAI and other regulatory agencies.
- SI to ensure compliance of various policies, Master Direction & guidelines of regulatory authorities related to IT Infrastructure, IT Security, Cloud Governance, operational guidelines on outsourcing of I.T Services, Digital Data Protection Bill, etc.
- New Solutions should have high level of reliability with particular emphasis on data integrity and security. Authorized users to use the application if available on Internet / Intranet, generate logs and audit trails.
- Before live implementation / migration of the software solution in production system, the product may be audited by Bank's appointed Software Audit firm / in house team.
- All audit points raised by the Software auditor should be complied by the vendor without any additional cost to the Bank.
- During the contract period, the vendor needs to comply with security and system audit observation and remediate the audit observation without any additional cost to the Bank.
- The solution should have built in security features and compliant with the requirements of regulatory agencies.
- It should have high level of reliability with particular emphasis on data integrity and security. Authorized users to use the application if available on Internet / Intranet, generate logs and audit trails.

### **10. Manpower requirement for FM Services**

#### 10.1 Minimum Resource Deployment during contract period

Resource	Location of the resource	Minimum no. of Resources Per Shift	Service Window
Program Manager	DC	1	General Shift
L1- Application Management & Helpdesk (CBS)	DC	2	8 a.m. to 8 p.m.
L2- Application Management	DC	3	1 - 24x7x365 2 - 8 a.m. to 8 p.m.
Customisation & Development (L2) in Finacle including C24	DC	2	8 a.m. to 8 p.m.

However, if needed, Vendor can engage more resources to meet SLA, uptime and scope of work defined in this RFP during contract period.

#### 10.2 Resource Qualification & Experience

Role / Description	Experience	Educational Qualifications/ Certifications/Skills
Program Manager	>10 years	1) MBA/Engineering/MCA 2) Should have experience as Program Manager of managing IT Infrastructure managed services (servers, storage, database, networks, backup & restore, application) Implementation and operations engagements in at least one Scheduled Commercial Banks in India having more than 1000 branches in India in last 3 years
L1- Application Management & helpdesk	>2 years	<ul style="list-style-type: none"> <li>▪ Any Graduate</li> <li>▪ Good Communication (written/Oral)</li> <li>▪ Knowledge of Finacle Menu Options, Business Logic of Banks, Handling Calls, Managing EOD / BOD operations of Bank</li> <li>▪ Willing to work in 24X7 environment</li> </ul>

		Should have worked in 1 Similar Projects as Finacle Application L1.
L2- Application Management (CBS & Customisation)	>5 years	<ul style="list-style-type: none"> <li>▪ Diploma / Graduate/MCA/BCA.</li> <li>▪ Good Communication (written/Oral)</li> <li>▪ Experience of Finacle version 10x Customization, Implementation, Configuration.</li> <li>▪ Implementation, Configuration.</li> <li>▪ Knowledge of Banking Operation Logic, RTGS , NEFT, Trade Finance, EOD BOD,GBM,UPI,IMPS etc.</li> <li>▪ Willing to work in 24X7 environment</li> </ul> Should have worked in 1 Similar Projects as Finacle Application L2.

## 11. Project Management Services :

### 11.1 Project Planning, Monitoring and Control:-

- The Vendor shall develop a Project Management Plan. The plan shall also detail all milestones and indicate the list of activities and when the activity will be commenced and when it will get completed etc.
- The Vendor shall develop a Quality Assurance Plan for the execution of this Service(s). The Quality Assurance Plan shall address at a minimum, the following Service(s) processes:
  - Document Control
  - Change Management
  - Product Review and Approval
  - Control of third party products
  - Inspection and Testing
  - Control of Quality Records
- The progress of the Service(s) shall be monitored on regular basis and the deviations, exceptions shall be analyzed and corrective actions to be recommended / suggested.
- The Deliverables shall be :
  - Project Management Plan
  - Quality Assurance Plan
  - Progress Reports
- On receipt of each deliverable, the Bank will review each deliverable within agreed time frame.

## 11.2 Project Reporting:-

- A weekly progress report shall be submitted. Also the Vendor/Bidder shall report on items by exception or that require urgent action.
- The project progress status is to be reported and submitted at the end of 2nd and 4th week every month
- Monthly Project Execution Committee meetings will be held at the Bank's premises. The vendor is required to provide a report on the following:
  - Progress against the Project Management Plan
  - Status of all open issues
  - Ad-hoc requests for information will be assessed promptly by the Vendor/Bidder and a delivery date will be given. The Vendor/Bidder shall deliver the required information within the agreed time frame.

## 11.3 – Project Time Line :

The Vendor shall complete the project as per the agreed project plan. A tentative plan is given below but the vendor should prepare their own project plan and get Bank's sign off prior to commencement of the project.

<b>S No.</b>	<b>Activity</b>	<b>Start Month</b>	<b>End Month</b>
1	Project Initiation, Detailed Project Plan Submission and sign off SLA, Business Process Documentation, SOW sign off	M0	
2	Core Team Training	M1	M1
3	Current System Study, Gap Analysis, Detailed Requirement Gathering	M1	M2
4	Data Mapping Exercise, Trial Migration, Data Migration Strategy Discussion and Approach	M1	M2
5	System Set-up (Test, Training, All server setup and Finacle version 10.2.25 installation)	M3	M4
6	Production server setup and enablement	M3	M4
7	DR server setup and enablement	M4	M5
8	Migration Stage 1	M4	M5
9	Migration Stage 2	M5	M6
10	Test Migration on the test server, minimum of 3(three) iterations will be conducted	M6	M7
11	Customization/Development	M1	M6

12	ATM / NEFT / RTGS / IMPS / POS / AePS / DBT / Finacle Treasury and other interfaces – Interfacing/ Payment Channel integration and ancillary services integration	M4	M6
13	Migration Stage 3	M6	M7
11	End User Training (by Bank)	M4	M7
13	Go Live Readiness and Go-Live	M8	M8
14	Post Migration support – Closure of Issues found in migration Audit and Closure signoff by Bank.	M9	M11

#### 11.4 **Project Go-Live: This project will be said to Go-Live when:**

- The “Core Migration Committee” of Bank examines and finds that all technical and Functional requirements of the project have been implemented.
- All modules and customization in Bank’s Finacle 7.x platform has been migrated with successful testing of the same in new production environment of Finacle 10.2.25.
- All security measure has been implemented as per globally accepted standard.
- Compliance to Migration Audit report has been done.
- All policies required by Bank have been implemented.
- To comply with all policies of the Bank pertinent to the project under implementation
- Bank has shared a Project Go-Live certificate to the V.

It is Vendor’s responsibility to complete the migration process in time. The Go Live of the project must be completed on or before **31st March 2024** To expedite the process, Vendor should engage adequate engineers to complete the migration process before scheduled time well in advance.

#### 11.5 – **Knowledge Transfer and Documentation :**

Complete hands-on Knowledge Transfer for all relevant Bank’s applications along with necessary documentation, including but not limited to the following:

- Application & Integration Architecture
- Application set-up, installation, upgrades
- Environment details, including Prod and Non-Prod
- Configurations

- Customizations (completed, in-progress, planned) with source codes for the existing customizations.
- Change Requests (completed, in-progress, planned)
- Debugging and fixing approach
- Batch processing programs, configurations and environment details
- Interfaces (internal systems, external systems)
- Reports (batch, on-demand)
- Application management scripts (start / stop / status / monitor)
- Master / Configuration data used by respective application
- Take-over and validation of all source code required to maintain and support the applications (covering product customizations, interfaces, reports, etc.)
- All support activities including application details required to deliver the services
- Configuration Management with latest source code, sanity tested and synchronized in Development / Test environment
- Existing gaps / issues and proposed resolution / improvements and any other relevant aspect of each application

Complete Documentation and hands-on Knowledge Transfer for all relevant Bank's Infrastructure, including peripherals, but not limited to the following:

- Infrastructure Architecture, including Server, Storage, Network and Security Architecture
- Environment details
- Hardware components (Servers, Storage, Networks, Peripherals)
- Software Licenses and CD/ DVDs
- Patches and Upgrades required
- Track End of Support for all relevant Hardware and Software components and notify Bank in case of any renewals, AMC/ATS/ New procurement/ replacement required
- Service Delivery processes and SLAs with complete documentation (Incident Management, Availability Management, Capacity Planning, IT Security Management, Backup and Recovery, Database Management, Storage Management, E-mail and Collaboration Services, File and Directory Services, Tape Operations)
- IT Security policies and procedures
- Change Requests (completed, in-progress, planned)
- Existing gaps / issues and proposed resolution / improvements.
- Incident Management and Problem Management

Complete hands-on Knowledge Transfer for all required Processes, Policies and Procedures at the Bank, including but not limited to the following:

- Status reporting, Communication and Escalation process
- Service request procedures for Infrastructure requirements
- Regulatory aspects that impact IT operations



## Part-V

### 1. Order details

The purchase order will be placed by Bank Head Office, DIT in the name of Vendor as per requirement mentioned below table, the sequence of placing the purchase order will be at bank's discretion. The payment will be made by Head Office, DIT and the Performance Bank Guarantee for order will be required to be submitted in the same office.

Sl. no.	Purchase order	Items Covered	Reference Commercial BOM (Annexure E)
1	1 <sup>st</sup> Purchase order	Effort related to Finacle 10.x migration cost.	Table A
2	2 <sup>nd</sup> Purchase order	Facility management services for the period of five years.	Table B
3	3 <sup>rd</sup> Purchase Order	Customisation Cost	Table C

Bank reserves the right to conduct the pre-shipment inspection or onsite inspection of the system before final acceptance by Bank. In case of pre-shipment inspection, additional one week will be given to Vendor for delivery.

### 2. Delivery, Installation and GO LIVE Schedule

The Vendor must undertake to GO LIVE (delivery, installation, configuration, migration for Hardware and including EMS solution hardware) as per SOW in the RFP as mentioned below:

S No.	Activity	Start Month	End Month
1	Project Initiation, Detailed Project Plan Submission and sign off SLA, Business Process Documentation, SOW sign off	M0	
2	Core Team Training	M1	M1
3	Current System Study, Gap Analysis, Detailed Requirement Gathering	M1	M2
4	Data Mapping Exercise, Trial Migration, Data Migration Strategy Discussion and Approach	M1	M2

5	System Set-up (Test, Training, All server setup and Finacle version 10.2.25 installation)	M3	M4
6	Production server setup and enablement	M3	M4
7	DR server setup and enablement	M4	M5
8	Migration Stage 1	M4	M5
9	Migration Stage 2	M5	M6
10	Test Migration on the test server, minimum of 3(three) iterations will be conducted	M6	M7
11	Customization/Development	M1	M6
12	ATM / NEFT / RTGS / IMPS / POS / AePS / DBT / Finacle Treasury and other interfaces – Interfacing/ Payment Channel integration and ancillary services integration	M4	M6
13	Migration Stage 3	M6	M7
14	End User Training (by Bank)	M4	M7
15	Go Live Readiness and Go-Live	M8	M8
16	Post Migration support – Closure of Issues found in migration Audit and Closure signoff by Bank.	M9	M11
17	Facility Management Services	M8	M67

**Go-Live in Finacle 10.2.25 version should be within 8 (Eight) months from the date of PO / SLA.**

However, any delay of the GO Live due to site not readiness in the Bank will not be attributable to the Vendor for LD purpose.

### **3. Contract Period**

The Vendor needs to execute a Service Level Agreement (SLA) with Paschim Banga Gramin Bank covering all terms and conditions of this RFP. SLA will cover performance and availability of the solution deployed. The contract period will be for a period of five years from the date of Go-Live of the Project. Contract period may be extended further for maximum 2 years on mutually agreed terms and condition at that point of time. The performance of the Vendor shall be reviewed every quarter. Any offer falling short of the contract validity period is liable for rejection.

#### **4. Payment Terms:**

##### **Finacle Migration Cost**

###### **Payment related to Table A**

- a. 50% of the cost of Finacle 10.x migration cost (table A), will be payable after successful completion of UAT of Finacle 10.2.25 with all the functionalities of the said software, including implementation of all hardware (Finacle & Biometric), software (related to Finacle & Biometric), network equipment at DC & DR sites and acceptance sign-off from the Bank realizing penalty charges, if any.
- b. 30% of the cost of Finacle 10.x migration cost (table A), will be payable after two weeks of successful migration (Go-Live) of Finacle 7.0.18 version to 10.2.25 with all the functionalities of the said software, including implementation of all hardware (Finacle & Biometric), software (related to Finacle & Biometric), network equipment at DC & DR sites and acceptance sign-off from the Bank realizing penalty charges, if any.
- c. Remaining 20% of Finacle 10.x migration cost (table A), will be payable after three months of successful migration of Finacle 7.0.18 version to 10.2.25 with all the functionalities of the said software, including implementation of all hardware (Finacle & Biometric), software (related to Finacle & Biometric), network equipment at DC & DR sites and acceptance sign-off from the Bank realizing penalty charges, if any.

##### **Facility Management Services**

###### **Payment related to Table B**

- a. The charges for Facility Management Resources would be payable quarterly in arrears, at the end of the month, on actuals, as per the bill submitted by the Vendor and on verification of the Bank after realizing penalty charges, if any.

##### **Payment against Customization Man-days and Upgradation**

###### **Payment related to Table CI**

- a. 100% of the cost, will be payable on successful implementation with all the functionalities of the customization/ hardware and acceptance sign-off from the Bank realizing penalty charges, if any.

#### **5. Paying Authority**

The payments as per the Payment Schedule covered hereinabove shall be paid by DIT, Head Office. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live

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running and service report etc. Also the Vendor has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities

Following Documents are to be submitted for Payment:

- Invoice in Triplicate
- Duly receipted Delivery Challans
- Original Octroi Receipts, if any
- Installation Report, counter signed by an authorized official from the delivery site.

## **6. Performance Bank Guarantee**

The Vendor, within 15 days from the date of letter of intent (LOI) will have to furnish a Performance Bank Guarantee, format as per Annexure – G, issued by any scheduled commercial bank (other than Bank) equivalent to 10% of the total project cost valid for 63 months (60 months + a claim period of 3 months) from the date of Letter Of Intent (LOI). Upon furnishing the Performance Bank Guarantee, the EMD of the Vendor shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the Vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Vendor is not able to fulfill any and all conditions specified in the document or is unable to complete the project within the stipulated time and such breach remains uncured within such period as mentioned in the termination clauses. This is independent of the LD (Liquidity Damage) on Delivery and installation.

In case the contract is getting extended, the Vendor shall submit the Bank Guarantee of 10% of the project cost of that period of time with a validity of the extension period with 3 months claim period.

The Vendor shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project and warranty period.

## **7. Uptime & Penalty**

The Finacle CBS system has to be up for at least 99.90%. The Finacle CBS is deemed to be up if the users are able to log into the system, do regular operations and transactions are posted from all types of alternate delivery channels. The uptime of Critical and Key infrastructure of Data Centre and

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Disaster Recovery Centre will be supported on 24x7 basis. The business hours are 24X7 on all calendar days. The uptime will be calculated on monthly basis as specified below and penalty will be charged accordingly.

### Uptime (Monthly)

Sl. No.	Category	Required uptime
1.	Finacle Applications & Delivery Channels Interfaces	99.90%
2.	Finacle UAT/Migration/Development environment	99.00%

#### Note:

- Response time for replacement/ rectification for all production related hardware & Core Network item is 8 hours in all days.

### Penalty amount

SLA Parameters	Penalty
For critical Solution- Production Hardware - Server, Storage (DC, DR) and NAS (DC & DR), Load Balancer, SAN director/switch, Backup solution for Finacle, Finacle Applications, Database & Delivery Channels, Biometric Application services & Core Network  <b>Schedule uptime – 99.90%</b>	For each 0.1% drop in availability, penalty 1% of <b>monthly FM cost</b>

Total penalty imposed by the Bank under this contract shall not exceed 10% of the order value (TCO).

### 8. Liquidated Damage

Notwithstanding Bank's right to cancel the order, liquidated damages at 0.5% (one half percent) of the TCO will be charged for every week's delay in the specified **eight months duration for Go-Live of Finacle 10.x** application subject to a maximum of 10% of the total cost of ownership. Bank will have right to recover these amounts by any mode such as adjusting from any payments to be made to the Vendor or from the performance Bank Guarantee. Liquidated damages will be calculated per week basis. Dispatch details shall be shared by the Vendor regularly after handing over the consignment to the concerned Courier Agency/Indian Postal services.

The Bank reserves its right to recover these amounts by any mode including adjusting from any payments to be made by the Bank to the Vendor. Bank may invoke the Bank Guarantee for further delay in in delivery & migration.

## **9. Price Validity**

The Vendor will be required to keep the price valid for a period of 01 year (12 months) from the date of submission of commercial bid. There shall be no increase in price for any reason whatsoever during the period of 12 months and Bank may place the additional Purchase Orders to the Vendor for any or all of the services at the agreed unit rate for line items as mentioned in the commercial format i.e. Annexure – E during the price validity period of 12 months.

## **10. Single Point of Contact**

The Vendor shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

## **11. Taxes**

- a. Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Vendor in respect of Bills.
  - b. The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by Vendor, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
  - c. Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Vendor shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to Vendor. The Bank will not issue any duplicate certificate for deduction of taxes at source unless such request is made within ninety (90) days of the closure of the financial year.
  - d. Bidder shall co-operate fully in the defense of any claim/s by any local, state or union authorities against The Bank with respect to any taxes and/or duties due and payable by Vendor and /or individuals assigned
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by Vendor under this agreement. Without limiting the generality of the foregoing Vendor shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the Vendor.

- e. The payments which is/are inclusive of GST and other taxes, fees etc. as per the Payment Schedule covered herein above shall be paid by Department of Information Technology, Bank, Head Office – Kolkata. However, Payment of the Bills would be released, on receipt of advice / confirmation for satisfactory delivery and commissioning, live running and service report etc. after deducting all penalties.

## **12. Confidentiality and Secrecy**

The RFP document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The RFP document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the RFP document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

The Vendor must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The Vendor has also to agree:

- To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
  - To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - To restrict access and disclosure of Information to such of their employees, agents, strictly on a “need to know” basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
  - To treat all Information as Confidential Information.
  - The Vendor acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection
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with the performance of services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information"), solely of the Bank and shall not be used/disclosed to anybody in any manner except with the written consent of The Bank.

- The selected service provider shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Bank. The Confidential Information will be safeguarded and the selected service provider will take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Vendor's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- The Vendor is required to execute a Non-Disclosure Agreement to the bank as per bank's format before or at the time of execution of the Service Level Agreement.

### **13. Right to Alter Quantities**

The Bank reserves the right to alter the number of hardware hardware/software/licenses specified in the tender in the event of changes in plans of the Bank. Any decision of Bank in this regard shall be final, conclusive and binding on the Vendor. The bank reserves the right to place order for additional hardware/software/licenses at the agreed price during the contract period with the same terms and conditions. Banks is not obligate to purchase all the quantity of the hardware/software/licenses as mentioned above. Bank reserves the right to alter the quantities at any time **not exceeding 25% of the total contract value** without prior notice to the Vendor (s).

### **14. Compliance With Laws**

- a. The selected service provider hereto agrees that it shall comply with Labour Laws and all applicable union, state and local laws, ordinances, regulations, CVC / RBI guidelines / statutory requirements and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required at no additional cost to the Bank.
- b. The selected service provider has represented that their company holds all valid, licenses/registrations as may be required under the laws prevalent from time to time, in particular but not limited to, The Contract Labor (Abolition and Regulation Act) and other labor laws. The service provider shall ensure that all such registrations/licenses where required, are kept valid and subsisting throughout the term of this agreement.



- c. If at any time during the term of this Agreement, if Bank is informed or information comes to its attention that the selected service provider is or may be in violation of any terms and conditions mutually agreed between the Bank and the service provider, which proves to be unsatisfactory to the Bank, then the Bank shall be entitled to terminate this
- d. Agreement by giving not less than one month notice in writing.
- e. The Vendor shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers / staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- f. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident fund and ESIC facility standard. (Proof of compliance and labour license needs to be submitted along with the quotation).
- g. This indemnification is only a remedy for the Bank. The vendor is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the bank arising out of claims made by its customers and/or regulatory authorities.
- h. The Vendor confirms to Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations and shall undertake to observe, adhere to, abide by, comply with and notify Bank about compliance with all laws in force including Information Technology Act 2000, or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and for all purposes of this Contract, and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Vendor shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified,

hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/

- i. representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor.

## **15. Force Majeure**

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

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

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Vendor or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

## **16. Completeness of the Project**

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

## **17. Acceptance Testing**

The Bank will carry out the acceptance tests as per Scope of work Part – IV supplied & implemented by the Vendor as a part of the Project. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The provisioned items will be deemed accepted only on successful acceptance of those products and the vendor would need to provision insurance of those items till successful acceptance. The Bank at its discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant sites in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete system apart from physical verification and testing and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

## 18. Order Cancellation

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- i. The Vendor commits a breach of any of the terms and conditions of the offer or any of the terms and conditions of the Purchase Order / SLA.
- ii. Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- iii. The Vendor /Vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.,;
- iv. The Vendor goes into liquidation voluntarily or otherwise.
- v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the order.
- vi. The progress regarding execution of the order accepted made by the vendor is found to be unsatisfactory.
- vii. Non-compliance of the scope of the job.
- viii. Repetitive failure of the deployed personnel to perform the job to the satisfaction of the bank.
- ix. The Vendor fails to complete the assignment as per the timelines prescribed in the Work Order/ said Agreement/Contract and the extension, if any allowed.
- x. On the events of data piracy / privacy / system failures / security failures.
- xi. If deductions on account of liquidated damages exceed more than 10% of the total order price.

In case of cancellation of order

- i. In case the Vendor fails to deliver the ordered hardware, software, services and FM resources as stipulated in the delivery schedule, BANK reserves the right to procure these deliverable from alternate sources at the risk, cost and responsibility of the Vendor with the capping of 125% of the original quoted cost for such deliverable as per commercial bid.
- ii. If the Vendor does not perform satisfactorily or delays execution of order, Bank reserves the right to get the balance order executed by another party of its choice by giving 30 days' notice for the same. In this event the Vendor is bound to make good with the capping of 125% of the original quoted cost for such deliverable as per commercial bid, which Bank may have to incur in executing the balance order. This clause is applicable, if for any reason, the order is cancelled.
- iii. Bank reserves the right to recover any dues payable by the Vendor under the contract from any amount outstanding to the credit of the Vendor, including the bills and /or invoking the Bank Guarantee under this purchase order.

- iv. In case of cancellation of order, any advance payments (except payment against ATS) made by the Bank to the Vendor for implementation of project, would necessarily have to be returned to the Bank, if Vendor fail to return such payment within 30 days, then vendor have to be returned amount to the Bank with interest @ 15% per annum , further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- v. Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries exceeds 10% of the TCO.

In case of order cancellation Bank will notify Vendor with 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will became absolute.

## **19. Indemnity**

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- I. an act or omission of the Vendor and /or its employees, agents, subcontractors in performance of the obligations under this Contract; and/or
- II. material breach of any of the terms of this Contract or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Contract; and/or,
- III. Bank's authorized/ bona-fide use of the deliverables and/or the services provided by the Vendor under this Contract; and/or
- IV. Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project applicable to Vendor's scope. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, solely attributable, to the acts of the Vendor's employees or representatives.

The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other

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intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however,

- I. The Bank notify the Vendor in writing immediately on becoming aware of such claim,
- II. The Vendor has sole control of defense and all related settlement negotiations,
- III. The Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and
- IV. The Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court.

It is clarified that the Vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation. Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions. The Vendor should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the Vendor with applicable Laws / Governmental Requirements to its scope under this Contract, IP infringement ;
- Gross Negligence or willful misconduct attributable to the Vendor, its employees, and agents
- Material breach of any terms of this Contract, Representation or Warranty
- Act or omission in performance of service.

Further,

- I. Vendor's aggregate liability in connection with obligations undertaken as a part under this Contract regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual an and limited to the Total Contract Value.
- II. Vendor's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Vendor, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- III. Bank shall not be held liable for any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Vendor as part of procurement under this Contract.

- IV. Under no circumstances bank shall be liable to the Vendor for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Contract, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or loss of business.
- V. Subject to any law to the contrary, and to the maximum extent permitted by law Bank shall not be liable to Vendor for any consequential/ incidental, or indirect damages arising out of this Contract.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities. The Vendor shall not indemnify the Bank for

- I. Any loss of profits, revenue, contracts, or anticipated savings or
- II. Any consequential or indirect loss or damage however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of Claim made by Regulatory Authorities for reasons attributable to breach of services provided/ obligation under this Contract and by the Vendor. Vendor shall be responsible for any loss of life or bodily injury, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk. Vendor should take full responsibility for its and its employee's actions.

“Gross Negligence” means an indifference to, and a blatant violation of a legal duty with respect to the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.

“Wilful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

The Vendor should indemnify the Bank (including its employees, directors representatives) from and against third party claims of losses, and liabilities arising from non-compliance of the Vendor with Laws / Governmental Requirements applicable to its scope of work

## **20. Publicity**

Any publicity by the Vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Vendor its prior written consent.

## **21. Privacy and Security Safeguards**

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

## **22. Technological Advancements**

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

## **23. Guarantees**

Vendor should guarantee that all the material as deemed suitable for the delivery and management for this RFP. All hardware and software must be supplied with their original and complete printed documentation.

## **24. Exit option and Contract Re-Negotiation**

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

- i. Failure of the Vendor to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract;
- ii. Delay in offering;
- iii. Delay in commissioning project beyond the specified period;

- iv. Delay in completing commissioning / implementation and acceptance tests / checks beyond the specified periods;
- v. Serious discrepancy in project noticed during the testing;
- vi. Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- vii. Serious discrepancy in completion of project.
- viii. Serious discrepancy in maintenance of project.

**Bank shall notify bwith 90 days' notice period inclusive of 30 days cure period before cancellation of the Order. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will became absolute.**

**In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Vendor.**

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Vendor at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable size, scope and quality.

The Bank shall have the option of purchasing the equipment from third-party suppliers, in case such equipment is available at a lower price and the Vendor's offer does not match such lower price. Notwithstanding the foregoing, the Vendor shall continue to have the same obligations as contained in this scope document in relation to such equipment procured from third-party suppliers.

As aforesaid the Bank would procure the equipment from the third party only in the event that the equipment was available at more favourable terms in the industry, and secondly, The Equipment procured here from third parties is functionally similar, so that the vendor can maintain such equipment.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the vendor will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.



The Bank and the vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the vendor to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management. However during transitioning period payment will be made to vendor as per payment terms.

## **25. Signing of Contract**

The vendor (s) shall be required to enter into a service level agreement (SLA) with Bank, within 15 days of the award of the Bid through a Letter of Intent or within such extended period as may be specified.

The SLA shall be based on the requirements of this RFP, the terms and conditions of purchase order, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the proper performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

The vendor will also sign a Non-Disclosure Agreement and Deed of Indemnity with the Bank on a format prescribed by the Bank.

## **26. Technical Inspection and Performance Evaluation**

Bank reserves its right to carry out a technical inspection and performance evaluation (bench-marking) of the offered item(s). Bank may instruct eligible vendor s to make technical presentation at Bank's Head Office, Kolkata for the proposed solution / service. Vendor will have to make such presentation at their own cost.

## **27. Verification**

Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

## **28. Termination**

BANK reserves the right to cancel the work/purchase order or terminate the SLA by giving 90 (ninety) days' prior notice in writing inclusive of 30 days cure period

and recover damages, costs and expenses etc., incurred by Bank under the following circumstances:

- i. The vendor commits a breach of any of the terms and conditions of this RFP or the SLA to be executed between the Bank and the vendor.
- ii. The vendor goes into liquidation, voluntarily or otherwise.
- iii. The vendor violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc., applicable to the vendor under performance of the RFP.
- iv. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- v. The vendor fails to complete the assignment as per the timelines prescribed in the Work Order/SLA and the extension, if any allowed.
- vi. Deductions on account of liquidated damages exceed more than 10% of the total work order.
- vii. In case the vendor fails to deliver the resources as stipulated in the delivery schedule, BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the vendor.
- viii. After award of the contract, if the vendor does not perform satisfactorily or delays execution of the contract, BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the vendor is bound to make good the additional expenditure, which BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- ix. BANK reserves the right to recover any dues payable by the vendor from any amount outstanding to the credit of the vendor, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract. The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

## **29. Termination for Convenience**

The Bank, by written notice sent to the vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

In case of Termination of Convenience Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days time the notice for cancellation will become absolute. Bank will pay the bidder till termination

date for satisfactory services after deduction of penalty & LD amount, if applicable as per terms & conditions of the RFP.

### **30. Termination for Insolvency**

The Bank may at any time terminate the Contract by giving written notice (90 days' notice period) to the vendor, if the vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the vendor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

### **31. Termination for Default**

The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the vendor, may terminate this Contract in whole or in part, if the vendor fails to perform any obligation(s) under the Contract.

In case of Termination for Default Bank will provide notice period of 90 days inclusion cure period of 30 days. However, it is clarified that the notice should specifically contain that the 90 days period for cancellation is inclusive of cure period of 30 days, if the Vendor fails to cure within 30 days' time the notice for cancellation will become absolute. Bank will pay the bidder till termination date for satisfactory services after deduction of penalty & LD amount, if applicable as per terms & conditions of the RFP.

### **32. Consequences of Termination**

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

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by Bank, the vendor herein shall be obliged to provide all such assistance to the next successor vendor or any other person as may be required and as Bank may specify including training, where the successor(s) is a representative/personnel of Bank to enable the successor to adequately provide the Service(s)

hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to Bank under law or otherwise.

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

### **33. Dispute Resolution Mechanism**

- i. The vendor and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- ii. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- iii. The matter will be referred for negotiation between Deputy General Manager of The Bank / Purchaser and the Authorised Official of the vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- iv. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- v. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- vi. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final,

conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

- vii. The vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

### **34. Arbitration**

All dispute or differences whatsoever arising between the vendor and the Bank out of or in relation to the construction, meaning and operation, with the vendor, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Work under the Contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the vendor shall be withheld on account of the on-going arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at KOLKATA, INDIA.

### **35. Applicable Law and Jurisdiction of Court**

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

### **36. Limitation of Liability**

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event vendor shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.

- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth in point no. i shall not apply with respect to:
  - a. Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
  - b. Damages occasioned by the **Gross Negligence** or **Willful Misconduct** of Service Provider.
  - c. Damages occasioned by Service Provider for breach of confidentiality obligations.
  - d. Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

The vendor will not be liable for any loss of profits, revenue, contracts or anticipated savings or any consequential or indirect loss or damages however caused, provided that indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claim made by Regulatory authorities for reasons attributable to breach of services provided / obligation under this contract and by the vendor.

**“Gross Negligence”** means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

**“Willful Misconduct”** means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

### **37. Privacy & Security Safeguards**

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

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

### **38. Non-Disclosure Agreement**

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

- a. That the vendor will treat the confidential information as confidential and shall not disclose to any third party. The vendor will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the vendor will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the vendor shall use reasonable efforts to advise the Bank immediately in the event that the vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the vendor, and will reasonably cooperate in seeking injunctive relieve against any such person.
- c. That if the vendor hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

### **39. Amendment(s) In the Contract / Service Level Agreement**

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s)

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etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

#### **40. Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any Applicable Law, and if the rights or obligations of the Parties under this Contract/ Service Level Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Contract/Service Level Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been comprised a part hereof; and (c) the remaining provisions of this Contract/ Service Level Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here from.

#### **41. Blacklisting**

##### Grounds for Disqualification & Blacklisting

**(A)** Notwithstanding anything contained in this document, any Vendor shall be disqualified when –

- a) Any vendor who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- b) Any vendor whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- c) Any vendor whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

**(B)** Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:



Commission of any act of:

- i) submission of a bid, proposal or any other document that is known or should be known by the vendor to be false, misleading or non-meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii) any documented unsolicited attempt by the vendor to unduly influence the decision making process of the Bank while determining the eligibility screening/selection process in favour of the vendor;
- iii) unauthorized use of one's name or using the name of another for purpose of bidding;
- iv) breach of the terms of a public contract by a wilful or material failure to perform in accordance with the terms thereof;
- v) withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the vendor had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi) refusal or failure to furnish the required performance security within the prescribed time frame;
- vii) refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii) that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible vendor not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix) lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x) failure by the vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi) failure by the Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:
  - a. Employment of competent technical personal, competent engineers and/or work supervisors;

- b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  - d. Deployment of committed equipment, facilities, support staff and manpower; and
  - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.
- xii) assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
  - xiii) for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
  - xiv) for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.,
  - xv) for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

**(C)** Any parameters described, supra, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.

**(D)** The Bank will have the discretion to disqualify the Vendor and/or initiate the process for blacklisting the Vendor and may also entail forfeiture of performance security furnished by the Vendor. "

## **42. Notices**

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

## **43. Adherence to Data Security**

Bidders should ensure Data Security and protection of facilities/application managed by them. The deputed persons should aware about Bank's security policy and have to maintain the utmost secrecy & confidentiality of the bank's data including process performed at/outside the Bank premises. At any time, if it comes to the notice of the bank that data has been compromised / disclosed/ misused/misappropriated then bank would take suitable action as deemed fit and vendor would be required to compensate the bank to the fullest extent of loss incurred by the bank. vendor has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" (document provided by Bank). The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement. All information resources (online/in-person) of the vendors and its partners shall be made accessible to reserve Bank of India as and when sought. Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be accordance with Bank's policy. The Bank shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and vendor shall ensure to support baseline system security configuration standards. The Bank shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured. vendor has to abide by the data security guideline by consulting executives as defined by the bank from time to time.

That the vendor will strictly maintain the secrecy of Bank's data.

#### **44. Reverse Transitioning**

The Bank and the vendor shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Vendor to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables, maintenance and facility management.

If the reverse transition is required during the contract period, then it would be maximum period of 3 months and only FM cost as per existing payment terms will be paid and no additional payment to be made in the name of transitioning. However, due to some reasons if reverse transitioning is required beyond contract period then it will for a maximum period of 3 months and payment to the Vendor will be made as per last quarter payment of FM cost for the actual reverse transition period.

**(Tender offer forwarding letter)**

**Tender Ref. No.: PBGB/HO/DIT/ /2023-24**

**Date: .....**

**To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we, the undersigned, hereby enclose our offer for “Selection of vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years.” mentioned in the RFP document forming Eligibility, Technical and Commercial Bids being parts of the above referred Bid.

In the event of acceptance of our Eligibility, Technical and Commercial Bids by The Bank we undertake to migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years as per your purchase orders.

In the event of our selection by the Bank for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years, we will submit a Performance Guarantee for a sum equivalent to 10% of the Project Cost to be valid for a period of Five years (plus 3 month of claim period) in favour of **PASCHIM BANGA GRAMIN BANK** effective from the month of execution of Service Level Agreement.

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

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

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive.

We enclose the following:

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1. Tender Fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_. Vide UTR No/Txn Id \_\_\_\_\_.
2. BG No \_\_\_\_\_ for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) dated \_\_\_\_\_ as EMD.

Dated this \_\_ day of \_\_\_\_ 2020

Signature: \_\_\_\_\_

(In the Capacity of) \_\_\_\_\_

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

**General Details of the Bidder****A. Profile of Bidder**

1. Name of bidder:
2. Location  
Regd. Office:  
Controlling Office:
3. Constitution
4. Date of incorporation & Date of Commencement of business:
5. Major change in Management in last three years:
6. Names of Banker /s:
7. Name and details (designation and Phone no.) of Authorized Signatory:

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

	2019-20	2020-21	2021-22
<b>Operating Profit</b>			
<b>Net Worth</b>			
<b>Turnover</b>			

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

**C. Proposed Service details in brief**

- Description of service :
- Details of similar service provided to PSU organization/BFSI in India specifying the number of Banks and branches

Details of Experience in the field of (for Supply, Installation, Integration, Implementation and Maintenance of Hardware, Software, Facility Management Services for Finacle Core Banking (Version 10.x) at DC, DR Site)

<b>PSU Organization/BFSI</b>		
<b>Name of Organization</b>	<b>Period</b>	
	<b>From</b>	<b>To</b>

N.B. Enclose copies of Purchase Orders and references.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Signature of Bidder:** \_\_\_\_\_

**Manufacturer's Authorization Form (MAF)**

Date: .....

**To  
The General Manager- DIT  
Paschim Banga Gramin Bank, Head Office**

Dear Sir,

We ..... (Name of the Manufacturer) who are established and reputable manufacturers of ..... having factories at ....., ....., ..... and ..... do hereby authorize M/s ..... (Name and address of Bidder) who is the bidder submitting its bid pursuant to the Request for Proposal issued by Bank on behalf, to submit a Bid and negotiate and conclude a contract with you for supply of equipment manufactured by us against the Request for Proposal received from your bank by the Bidder and we have duly authorized the Bidder for this purpose.

We hereby extend our guarantee/ warranty and AMC as per terms and conditions of the RFP No .....and the contract for the equipment and services offered for supply against this RFP No..... By the above-mentioned Bidder, and hereby undertake to perform the obligations as set out in the RFP No.....In respect of such equipment and services. We undertake to provide back-to-back support for spares and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC/ATS period if the above bidder authorized by us fails to perform in terms of the RFP. We shall continue and ensure support services to Bank either directly or Bank appointed third party vendor, regarding this decision of bank will be final and binding upon us.

We also undertake to supply and upgrade of proposed hardware/ software over a period of five (5) years and support for period of minimum seven (7) years.

Yours Faithfully

Authorized Signatory

(Name:

Phone No.:

Fax:

E-mail :)

**(This letter should be on the letterhead of the Manufacturer duly signed by an authorized signatory)**



**Technical Requirements**

<b>Table A</b>	<b>Recommended Response Application time and RTO</b>	<b>Compliance (Yes/No)</b>
	Simple transactions like Balance Enquiry, Limit Update, etc. can achieve a 0.15 to 0.2 seconds.	
	Medium Financial transactions like POS, ATM, IMPS,UPI, Mobile Banking cash withdrawal can achieve a 0.5 to 0.7 seconds response time.	
	Complex transactions like Account Opening, Customer Creation, etc. can achieve 2 to 3 seconds response time.	
	Any other transaction that is fetching large amount of data or having multiple channel interfaces which will take more time and same needs to be validated during System interface Testing.	
	Archive Replication gap should be less than <15 min for DC & DR replication.	
	Recovery point objective (RPO) is 30 mins	
	Recovery Time objective (RTO) is 90 mins.	

**Table B Growth Projections Considered for the RFP**

<b>Parameters</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Number of Business Offices/Branches	237	237	240	245	250
Users (Total)	1045	1097	1151	1208	1268
Users(Concurrent)	840	880	920	960	1000
Finacle CRM solution at any point of time	929	974	1018	1062	1106
Total number of customers	57,23,907	62,96,298	69,25,928	76,18,520	83,80,373

**Note:**

- Concurrent users are those who are not idle while logged in and are performing any kind of enquiry or update transactions
- Each branch is assumed to have an average of 4 users

<b>Parameters</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Number of Saving (SB) accounts	43,10,127	47,41,139	52,15,253	57,36,779	63,10,457

Number of Current (CA) accounts	14,792	16,271	17,898	19,688	21,657
Number of Over draft (OD) accounts	4,475	4,922	5,415	5,956	6,552
Number of Term deposit (TD) accounts	12,31,993	13,55,193	14,90,712	16,39,783	18,03,762
Number of Loan accounts( LA)	4,49,015	4,93,916	5,43,308	5,97,638	6,57,402
Any other type of account	6,02,617	6,62,879	7,29,167	8,02,083	8,82,292
Avg. No. of Financial transaction per day from Branch network	51,37,38	6,16,486	7,39,783	8,87,739	10,65,287
Avg. No. of Financial transaction per day from channels (Through ISO 8583 format)	1,50,086	1,50,086	1,95,112	2,53,646	3,29,740
Avg. No. of Non-Financial transaction per day from Branch network	2,46,166	2,83,091	3,25,555	3,74,388	4,30,546
Avg. No. of Non-Financial transaction per day from channels (Through ISO 8583 format)	72,157	90,196	1,12,745	1,40,932	1,76,164
Avg. No. of Financial Batch transaction per day from Branch network	2,34,291	2,57,720	2,83,492	3,11,842	3,43,026
Expected EOD/BOD Time Window in Hours	3	3	3	3	3

## Commercial Bid

TABLE A : FINACLE VERSION MIGRATION COST

SI	Description	Cost	GST Amount	Cost with GST
1	Migration of Finacle version 7.0.18 to 10.2.25 including implementation of C24, CSIS, UNISER application in new environment as per Scope of Work			
2	Database Migration from existing Oracle 11g in Solaris Platform to Oracle 19C in RHEL Platform including 3 round mock migration			
3	Porting of menus, customisation script & Reports			
4	Techno-functional training at Infosys			
<b>Total Cost of Table A</b>				

TABLE B : FACILITY MANAGEMENT COST

SI	Description	Cost	GST Amount	Cost with GST
1	Facility Management cost of Core Banking Solution for five years			
<b>Total Cost of FM Services</b>				

TABLE C: CUSTOMISATION COST

SI	Description	Quantity	Unit Cost	Total Cost	GST Amount	Cost with GST
1	Mandays for CBS Application Customisation	500				
<b>Total Cost of Table C</b>						

TABLE D: TOTAL PROJECT COST

SI	Description	Cost	GST Amount	Cost with GST
1	Finacle Version Migration Cost – Total of Table A			
2	Facility Management Cost - Total of Table B			
3	Customisation Cost – Total of Table C			
<b>Total Project Cost (TCO)</b>				

## Eligibility Criteria Compliance

Sl. No.	Eligibility Criteria	(Proof of documents required / must be submitted)
1	<p>Bidder should be a limited company (Public/Private) registered in India under the Companies Act, 1956 or 2013 and amendments thereafter or Companies registered as MSME Entrepreneur &amp; still categorized as MSME for the last 3 years as on RFP issuance date.</p> <p>Bidder / Partner/ Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p>	<p>7. Certificate of Incorporation issued by Registrar of Companies along with</p> <p>8. Copies of Memorandum of Association</p> <p>9. Copies of Articles of Association</p> <p>10. Shareholding pattern</p> <p>11. PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>12. Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>
2	<p>The bidder must have minimum annual turnover of Rs. 100 Crore each in last three financial years i.e. 2019-20, 2020-21 &amp; 2021-22. This must be the individual company turnover and not that of any group of companies.</p>	<p>Copy of Audited Balance sheet for the financial years i.e. 2019-20, 2020-21 &amp; 2021-22 should be submitted. Also a Certificate signed by the Chartered Accountants regarding company's financial capability to be submitted.</p>
3	<p>The Bidder should have operating Profit in the last three financial years (2019-20, 2020-21 &amp; 2021-22).</p>	<p>Copy of Audited balance sheet of the financial years i.e. (2019-20, 2020-21 &amp; 2021-22) should be submitted.</p>
5.	<p>The bidder should have Agreement with OSD of the Finacle Application for direct Migration support by OSD, which is mandatory and it should be as per role of OSD as defined in the RFP</p>	<p>Consent letter from OSD to be submitted along with Technical bid.</p>
6.	<p>The bidder should have experience in implementation &amp; maintenance of Finacle application in at least one Bank in India having more than 500</p>	<p>A copy of Purchase Order and the necessary experience certificate along with reference letter having experience of implementation &amp;</p>

	branches operation in the last 5 years.	maintenance of Finacle application in Bank to be enclosed with the bid documents.
7.	The Bidder/OEM should have service / support infrastructure in Kolkata and Bengaluru for after sale support and maintenance of offered hardware and software.	List of branch / support offices full details of Name, Address / Telephone Numbers on the company's letter head should be submitted.
8.	Bidder and OEM should not have been black-listed by any Public sector bank / government institution in India as on RFP date.	An undertaking to this effect must be submitted in their respective letter head.
9	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending against selected bidder by any statutory or regulatory agencies which may result in liquidation of company / firm and / or deterrent on continuity of business.	Declaration in the letterhead of the bidder's company to that effect should be submitted.

**Note: - In this tender process, either authorized representative / distributor in India on behalf of Principal OEM (Original Equipment Manufacturer) or Principal OEM itself can bid but both cannot bid simultaneously. In such case OEM bid will only be accepted. If an agent / distributor submits bid on behalf of the Principal OEM, the same agent / distributor shall not submit a bid on behalf of another Principal OEM in the same tender for the same item or product. Bank right to verify the credential letter submitted by bidder directly from respective client. Credential letter should be undersigned with the rank of DGM/VP or above.**

**PROFORMA FOR PERFORMANCE GUARANTEE**

**(To be stamped in accordance with the stamp act)**

In consideration of Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called "BANK") having agreed to exempt M/s (Name of the bidder Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the bidder company) (hereinafter called "the said BIDDER") from the demand, under the terms and conditions of BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Bidder and an Agreement to be made between Bank and the Bidder for a period of ..... In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We, ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [BIDDER] do hereby undertake to pay to BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by BANK by reason of any breach by the said BIDDER of any of the terms or conditions contained in the said Agreement.

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to BANK any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the BIDDER for payment there under and the BIDDER shall have no claim against us for making such payment.

4. We ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ..... (Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We ..... [indicate the name of bank ISSUING THE GUARANTEE] further agree with BANK that BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by BANK against the said BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said BIDDER or for any forbearance, act or omission on the part of BANK of any indulgence by BANK to the said BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the BIDDER.

7. We ..... [Indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of BANK in writing.  
Notwithstanding anything contained herein:

- i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.
- ii) This Bank Guarantee shall be valid upto ..... and
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(date of expiry of Guarantee including claim period).

8. Dated the ..... day of ..... for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank.  
Authorized Official.

NOTE:

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



**INTEGRITY PACT**

**(To be stamped as per the Stamp Law of the Respective State)**

Whereas Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called "BANK") In consideration of acting through its Department of IT, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to procure (for Migration of Core Banking Solution From Finacle 7.0.18 To Finacle 10.2.25 Including Supply, Installation, Integration, Implementation And Maintenance of Hardware, Software, Network, Facility Management Services For Five Years) hereinafter referred to as Stores and / or Services.

And

M/s \_\_\_\_\_ represented by \_\_\_\_\_ Authorised signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of **Migration of Core Banking Solution From Finacle 7.0.18 To Finacle 10.2.25 Including Supply, Installation, Integration, Implementation And Maintenance of Hardware, Software, Network, Facility Management Services For Five Years** and the Bidder /Seller is one amongst several bidders /Proprietary Bidder /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will

monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **4. Commitments of the Buyer**

**4.1** The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i)** No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii)** The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii)** The Buyer will exclude from the process all known prejudiced persons.

**4.2** If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

#### **5. Commitments of the Bidder(s) /Seller(s):**

**5.1** The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i)** The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
  - (ii)** The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (iii)** The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to
-

time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.

**5.2** The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

**5.3** The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **5.4 Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter -Bank Offer Rate) (for foreign bidders) and Base Rate of SBI (State Bank of India) plus 2% (for Indian bidders). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

## **6. Previous Transgression**

- 6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.
- 6.2** If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## **7. Company Code of Conduct**

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

## **8. Sanctions for Violation**

- 8.1** If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:
- (i)** To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
  - (ii)** To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
  - (iii)** To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
  - (iv)** To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.
- 8.2** If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

- 9.1** If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.
- 9.2** If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## **10. Law and Place of Jurisdiction**

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

## **11. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

## **12. Integrity Pact Duration.**

- 12.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 12.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Bank .
- 12.3** Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **13 Other Provisions**

- 13.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 13.2** The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 13.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

- 13.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 14.** This Integrity Pact is signed with Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 15.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 16.** The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ (Seller/Bidder) and at \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

**BUYER**

**BIDDER /SELLER**

**Signature:**  
**Authorized Signatory**  
**Bank**  
**Department of IT**

**Signature:**  
**Authorized Signatory**

**Place:**  
**Date:**

**Witness:**  
**(Name & Address)**

**Witness:**  
**(Name & Address)**

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

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

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

Format of Bank Guarantee (EMD)

**To**  
**The General Manager- DIT**  
**Paschim Banga Gramin Bank,**  
**Head Office, Howrah**

Dear Sir,

In response to your invitation to respond to your RFP for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) M/s \_\_\_\_\_having their registered office at \_\_\_\_\_hereinafter called the 'Bidder') wish to respond to the said Request for Proposal (RFP) and submit the proposal for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender).

Whereas the 'Bidder' has submitted the proposal in response to RFP, we, the \_\_\_\_\_Bank having our Head Office \_\_\_\_\_ hereby irrevocably guarantee an amount of **Rs. 1 Cores (Rupees One Core Only)** as bid security as required to be submitted by the 'Bidder' as a condition for participation in the said process of RFP.

The Bid security for which this guarantee is given is liable to be enforced/invoked:

1. If the Bidder withdraws his proposal during the period of the proposal validity; or
2. If the Bidder, having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately on demand to BANK the said amount of Rupees Twenty Lacs without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked/ enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by BANK which shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed Rs.1.00 Cr. only
-



(Rupees One Crore Only).

2. This Bank guarantee will be valid upto \_\_\_\_\_; and
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 \_\_\_\_\_.

In witness whereof the Bank, through the authorized officer has sets its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_.

Yours faithfully,

For and on behalf of

\_\_\_\_\_ Bank

Authorised Official

**Note:** This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation.

**(The value of the stamp paper will be as applicable at the place of issuing of Bank Guarantee.)**

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

To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah

Dear Sir(s),

**Sub: RFP for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) vide "RFP Ref No: PBGB/HO/DIT/765/2023-24 Date 27/06/2023."**

- a. We M/s \_\_\_\_\_, the undersigned hereby confirm that we have read and understood the eligibility criteria and fulfil the same.
- b. We further confirm that all the information as per requirement of the Bank have been included in our bid.
- c. Further we hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- d. We have not been blacklisted by any Nationalized Bank/RBI/IBA or any other Government agency/ICAI. No legal action is pending against us for any cause in any legal jurisdiction.
- e. We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within stipulated time.
- f. (Deviation to the above if any, the Bidder must provide details of such action(s)

1.

2.

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

**Undertaking to abide by all By-Laws / Rules / Regulations**

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

To

**The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

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

In consideration of Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called "BANK") which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the **RFP for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) vide "RFP Ref No: PBGB/HO/DIT/765/2023-24 Date 27/06/2023."**

including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Place:

**For M/s. ....**

.....

**[Seal and Signature(s) of the Authorized Signatory (s)]**

Undertaking by the bidder

To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah

Dear Sir(s),

**Sub: RFP for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) vide “RFP Ref No: PBGB/HO/DIT/765/2023-24 Date 27/06/2023.”**

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

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal required to be submitted by us, in all respects.

We hereby confirm that we are agreeable to provide services as per SLA for a period of 5 years, may be extended on the basis of performance. All the Annexures with other Technical documents duly filled in and signed are enclosed. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has right to reject the offer in full or in part without assigning any reasons whatsoever.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP and shall keep the price valid for the entire contract period.

Yours faithfully,  
For.....  
(Signature and seal of authorized person)  
Place:  
Date:

**Undertaking Letter to the Bank on the Bidder's Letterhead**

**To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

Dear Sir(s),

**Sub: RFP for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) vide "RFP Ref No: PBGB/HO/DIT/765/2023-24 Date 27/06/2023."**

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**Undertaking Letter on the vendor's letterhead for GST Law**

**To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

Dear Sir(s),

**Sub: RFP for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) vide "RFP Ref No: PBGB/HO/DIT/765/2023-24 Date 27/06/2023."**

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

We, the bidder M/s ....., hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

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

To  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah

Dear Sir(s),

**Sub: RFP for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) vide "RFP Ref No: PBGB/HO/DIT/765/2023-24 Date 27/06/2023."**

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

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

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

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

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

**NON-DISCLOSURE AGREEMENT**  
**(To be stamped in accordance with the stamp act)**

This Non-Disclosure Agreement is entered into on this ....day of ....., 2020

**BETWEEN**

Paschim Banga Gramin Bank, body corporate constituted under the Regional Rural Bank Act, 1976 having its head office at Natabar Pal Road, Tikiapara, Howrah - 711101 (hereinafter called " BANK") hereinafter referred to as "**the Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

**AND**

.....  
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**

(Each of Bank and the bidder is sometimes referred to herein as a "**Party**" and together as the "**Parties**").

**WHEREAS** the Bidder/Receiving Party is *inter alia* engaged **for** Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years as per the terms and conditions specified in the RFP Ref. No **DIT/BPR & BTD/OA/765/2023-24 dated 27/06/2023**. The Bidder/Receiving Party would be the single point of contact for this project.

**WHEREAS** Bank/Disclosing Party is *inter alia* engaged in the business of Banking; and

**WHEREAS** the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years..

**WHEREAS** the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and



**WHEREAS** in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

**NOW THEREFORE** the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

**1. Confidential Information: "Confidential Information"** shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

**2. Use of Confidential Information:** The Bidder/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

**3. Restrictions:** Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "**Receiving Party**") shall, for contract period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

**4. Exclusions:** The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

- (a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;
- (b) is or becomes publicly known through no unauthorized act of the Receiving Party;
- (c) is rightfully received from a third Party without restriction and without breach of this Agreement;
- (d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;
- (e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;
- (f) is approved for release by written authorization of the Disclosing Party; or
- (g) 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 be used only for the purposes for which the order was issued.

**5. Return of Confidential Information:** All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

**6. Ownership of Information:** The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

**7. No License Granted:** Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

**8. Breach:** In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a

material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

## **9. Arbitration and Equitable Relief**

**(a) Arbitration:** *The Parties shall endeavour to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.*

**(b) Equitable Remedies:** The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) to specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

**(c) Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

**(d) Indemnification:** The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

**10. Term:** This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations

to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

**11. No Formal Business Obligations:** This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

## **12. General Provisions**

**(a) Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.

**(b) Severability:** If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

**(c) Successors and Assign:** This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

**(d) Headings:** All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

**(e) Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

**(f) Jurisdiction of Court:** All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

**(g)** Two original sets of Non Disclosure Agreement are executed and retained by either parties, Bank and \_\_\_\_\_ (the selected bidder)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

**For and on behalf of**

.....

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**For and on behalf of**

.....

***(The selected bidder)***

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

COMPLIANCE CHART

**RFP for Selection of Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) vide “RFP Ref No: PBGB/HO/DIT/765/2023-24 Date 27/06/2023.”**

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document
1.	Are Technical & Commercial bid submitted separately?		
2	Is the Technical bid made in conformity with technical bid template as per Annexure D?		
3.	Is the Commercial bid made in conformity with Commercial template as Annexure E?		
4.	Are the Technical & Commercial Bids organized properly?		
5.	Are all the pages numbered properly and signed and stamped?		
6	Is Earnest Money Deposit submitted?		
7	Duly signed relevant Annexures are enclosed		
8.	Is the softcopies of the response of Technical, Functional and Commercial RFP submitted in separate?		
9.	Are document in support of all eligibility criteria submitted?		
10.	Are your solution complied with all Scope of work.		
11.	Is the Manufacturer Authorization Form submitted?		
12.	Audited Balance Sheet and Profit & Loss Account documents for the last 3 years		
13.	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		
14	Whether duly signed &stamped Integrity pact submitted		

For.....

(Signature and seal of authorized person)

**Place:            Date:**

**Masked Commercial Bid****TABLE A : FINACLE VERSION MIGRATION COST**

SI	Description	Cost	GST Amount	Cost with GST
1	Migration of Finacle version 7.0.18 to 10.2.25 including implementation of C24, CSIS, UNISER application in new environment as per Scope of Work	XXXX	XXXX	XXXX
2	Database Migration from existing Oracle 11g in Solaris Platform to Oracle 19C in RHEL Platform including 3 round mock migration	XXXX	XXXX	XXXX
3	Porting of menus, customisation script & Reports	XXXX	XXXX	XXXX
4	Techno-functional training at Infosys	XXXX	XXXX	XXXX
<b>Total Cost of Table A</b>		XXXX	XXXX	XXXX

**TABLE B : FACILITY MANAGEMENT COST**

SI	Description	Cost	GST Amount	Cost with GST
1	Facility Management cost of Core Banking Solution for five years	XXXX	XXXX	XXXX
<b>Total Cost of FM Services</b>		XXXX	XXXX	XXXX

**TABLE C: CUSTOMISATION COST**

SI	Description	Quantity	UNIT Cost	Cost	GST Amount	Cost with GST
1	Mandays for CBS Application Customisation	500	XXXX	XXXX	XXXX	XXXX
<b>Total Cost of Table C</b>					XXXX	XXXX

**TABLE D: TOTAL PROJECT COST**

SI	Description	Cost	GST Amount	Cost with GST
1	FINACLE VERSION MIGRATION COST – Total of Table A	XXXX	XXXX	XXXX
2	Facility Management Cost - Total of Table H	XXXX	XXXX	XXXX
3	Customisation Cost – Total of Table I	XXXX	XXXX	XXXX
<b>Total Project Cost (TCO)</b>		XXXX	XXXX	XXXX

Certificate from Chartered Accountant (signed & stamped) showing company's financial position in last 3 years (annual turnover, profit / loss, net-worth etc.)

	2019-20	2020-21	2021-22
Turnover			
Profit / Loss			
Net worth			

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:



**Restriction on Procurement due to National Security**

**This Certificate should be submitted on the letterhead of the bidder duly signed by an authorized signatory**

**To,  
The General Manager- DIT  
Paschim Banga Gramin Bank,  
Head Office, Howrah**

Dear Sir,

**Sub: RFP for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) vide "RFP Ref No: PBGB/HO/DIT/765/2023-24 Date 27/06/2023."**

1. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."
2. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; / certify that this bidder is not from such a country or, if from such a country, have been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Yours Faithfully,

**Authorised Signatory,**

**Name:**

**Designation:**

**Vendors Corporate Name:**

**Address:**

**Email:**

**Contact No.**

**Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for **RFP for Selection of Vendor for migration of Core Banking Solution from Finacle 7.0.18 To Finacle 10.2.25 and Facility Management Services for Core Banking System (Finacle 10.2.25) for Five Years. (e-Tender) vide “RFP Ref No: PBGB/HO/DIT/765/2023-24 Date 27/06/2023.”**

in response to the RFP by PBGB, including signing and submission of all the documents and providing information/responses to PBGB in all the matter in connection with our bid. We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Signature of Attorney

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2023  
For \_\_\_\_\_

**Accepted**

(Signature)  
(Name Designation)  
Date:

**(TO BE PROVIDED ON Rs.100/- STAMP PAPER)**

**Self-Certificate for Local Content**

Date: \_\_/\_\_/\_\_\_\_

I.....S/o, D/o, W/o.....resident of.....do hereby solemnly affirm and declare as under:

- 1) That I will agree to abide by the terms and conditions mentioned in the tender specification issued vide ref. no.....dated.....
- 2) That the information furnished hereinafter is correct to the best of my knowledge and belief and that I undertake to produce the relevant records before to any authority nominated by Bank for the purpose of assessing the Local Content.
- 3) That the Local Content for all inputs which constitute the Goods ..... (mention the procurement) has been verified by me and that I am responsible for the correctness and accuracy of the claims made therein.
- 4) That in the event of the Local Content mentioned herein is found to be incorrect and not meeting the prescribed norms of Local Content, based on the assessment of an authority so nominated by Bank and that I will be liable as under Clause 9(f) of Public Procurement (Preference to Make in India) Order 2017, as amended.
- 5) That I agree to maintain all the information regarding my claim for Local Content in our records and that I shall make the requisite information available to Bank as and when required.
- 6) That \*I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that the Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', I am eligible for Purchase Preference under 'Make in India' Policy vide Government of India Order no. P-45021/2/2017-PP (B.E.-II) dated 15.06.2017 (subsequently revised vide Orders dated 28.05.2018, 29.05.2019 and 04.06.2020)

**OR**

That \*I (name of Manufacturer) do hereby confirm in respect of quoted item(s) that Local Content is more than 20% but less than 50% and come under 'Class-II Local Supplier' Category.

**7) That I submit as under:**

Name & Details of the Local Supplier (Regd. Office, Manufacturing Unit, Location, Nature of legal entity)	
Date on which this Certificate was issued	
Product for which the Certificate is issued	
Procuring Agency to whom the Certificate is furnished	
Percentage of Local Content claimed	
Name & details of the unit of the Manufacturer	
Sale Price of the Product	
Ex-Factory Price of the Product	
Freight, Insurance and handling	
Total bill of Material	
List & Total cost value of inputs used manufacture of the proposed Goods	
List & Total cost value of inputs which are locally sourced (Attach Certificates of Local Content from Local Suppliers, if the input is not in-house)	
List and cost of inputs which are imported (directly or indirectly)	
Any other information	

**8) That the details of the location(s) at which the local value addition made is/are as under:**

<b>Sl. No.</b>	<b>Product Details</b>	<b>Name of Place</b>

For & on behalf of

Signature of the Authorised Signatory of the Bidder (insert name, designation & contact number)

Official Seal of the Bidder

Date:

**\* Strike out whichever is not applicable**

## Escalation Matrix

Ref: Your REQUEST FOR PROPOSAL (RFP) TO SELECT SERVICE INTEGRATOR FOR MIGRATION OF CBS FROM FINACLE 7.0.18 TO FINACLE 10.2.25

Name of the Company :

Delivery Related Issues :

SL	Name	Designation	Full Office Address	Phone No	Mobile No	Email Address
1		First Level				
2		Second Level				
3		Regional/Zonal Head				
4		Country Head				

Service Related Issues :

SL	Name	Designation	Full Office Address	Phone No	Mobile No	Email Address
1		First Level				
2		Second Level				
3		Regional/Zonal Head				
4		Country Head				