

Request for Proposal for Head Office Module



**Uttar Bihar Gramin Bank,
Head Office,
Kalambagh Chowk,
Muzaffarpur-842001**

Tender Reference :	HO/GAD/12/19-20/290
Date of commencement of issue of RFP	03.07.2019
Date for Pre-Bid Meeting	09.07.2019
For receipt of queries on RFP	12.07.2019
Last date for Bid Submission of RFP	25.07.2019 at 2:30pm
Opening of Tender	25.07.2019 at 3:30pm

REQUEST FOR PROPOSAL

Request of Proposal for migration of manual accounting of Uttar Bihar Gramin Bank Head office from Manual platform to CBS platform.

Ref. No. HO/GAD/12/19-20/290

Date of Issue: 03.07.2019

Issued by

Uttar Bihar Gramin Bank
Kalambagh Chowk, Muzaffarpur,
Bihar Pincode -842001

BIDDING DOCUMENTS

Bidding Documents include:

- PART 1 - Invitation to Bid (ITB)
- PART 2 - Disclaimer
- PART 3 - Instruction for Bidders (IFB)
- PART 4 - Terms and Conditions of Contract (TCC)
- PART 5 - Bid Forms, Price Schedules and other forms (BF)

The Bidding Document may be obtained from the Bank as under or downloaded from Bank's Website <http://www.ubgb.in> and the bid should be submitted to the office of:

General Manager (GAD),
Uttar Bihar Gramin Bank,
Sharma Complex,
Kalambagh Chowk,
Muzaffarpur
Pincode:842001

Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.

All Bids must be accompanied by Earnest Money Deposit as specified in the Bid document.

Bank reserves the right to change the dates mentioned in this RFP document, which will be published on the website of the Bank.

The information provided by the bidders in response to this RFP document will become the property of Uttar Bihar Gramin Bank (UBGB) and will not be returned. UBGB reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders or published on the Bank's website and such amendments will be binding on them.

SCHEDULE OF EVENTS

S.No	Particulars	
1.	Tender Reference :	HO/GAD/12/19-20/290
2.	Date of commencement of issue of RFP	03.07.2019
3.	Date for Pre-Bid Meeting	09.07.2019
4.	For receipt of queries on RFP	12.07.2019
5.	Last date for Bid Submission of RFP	25.07.2019 at 2:30pm
6.	Opening of Tender	25.07.2019 at 3:30pm
7.	Document (non-refundable)	Rs 2000/-
8.	EMD (Bid Security, Refundable)	Rs 300000/-
9.	Address of Communication	Uttar Bihar Gramin Bank Head Office, GAD Sharma Complex, Kalambagh Chowk, Muzaffarpur-842001
10	Place of Opening of Bid	Uttar Bihar Gramin Bank Head Office, GAD Sharma Complex, Kalambagh Chowk, Muzaffarpur-842001
11..	Contact Details	Interested Bidders are requested to send the email smgad@ubgb.in , smopr@ubgb.in cmopr@ubgb.in

Definitions

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

- 1 "The Bank" means Uttar Bihar Gramin Bank.
- 2 "The Contract" means the agreement entered into between the Bank and the Vendor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and / or under this RFP document forming part of the contract.
3. "The Bidders" means the firms / company participating in the tender process and submitting Bid;
- 4 "Vendor" is the successful Bidder(s) and to whom notification of award has been given by Bank.
- 5 "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
6. "The solution" means the end to end solution towards migration of Head office Accounting from manual platform to CBS platform of Uttar Bihar Gramin Bank, Muzaffarpur (Bihar) under the Contract;
7. "The Services" means entire services to be provided by the vendor for execution of the scope of work mentioned under this RFP and subsequently advised by the Bank and those services ancillary to the end to end solution towards Head Office Module (hereinafter referred to as HOM) Solution for Uttar Bihar Gramin Bank, Muzaffarpur (Bihar) such as provision of technical assistance, training, maintenance, development of software and other such obligations of the Vendor covered under the Contract.
- 08 "TCC" means the Terms and Conditions of Contract contained in this section;
- 09 "The Project Site" means various branches / offices of the Bank where the services to be provided.

In case of a difference of opinion on the part of the Bidder in comprehending and / or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by the Bank shall be binding and final on the Bidder.

Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of Uttar Bihar Gramin Bank (hereinafter referred to as Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

1. INTRODUCTION

Uttar Bihar Gramin Bank, a Regional Rural Bank (hereinafter referred to as Bank) having its Head Office at Sharma Complex, Kalambagh Chowk, Muzaffarpur (Bihar). The Bank has 1032 branches and 14 Regional Offices spread in 18 districts of Bihar.

2. RFP OBJECTIVE

Bank invites proposals from competent and authorized Bidders for Supply, Installation, Implementation, Customization, Testing, Training, Onsite Support and Integration of Head Office Module (hereinafter referred to as HOM) Solution for Bank. Bank needs to migrate its Head Office Accounting from Manual platform to CBS platform. The required solution should be installed at Bank's Primary Site (PR) and Disaster Recovery (DR) Site simultaneously and the bidder is responsible to make DR with sync for the proposed application and database at any point of time. The Bidder should be an OEM or authorized partner or System Integrator, having project team members and support personnel competent enough to install, configure, customize, maintain, training and support the proposed solution

3. SCOPE OF WORK

Selected bidder will implement the Head Office Solution for Uttar Bihar Gramin Bank. Following tasks should be done under the scope:

- Bidder will provide solution asset management, investment management, GL balance report and other reporting requirement under the scope of the work of HO Module Solution.
- The HOM is intended to work as an integrated module to present the General Ledger's Balance report of the bank including the GLB of all the branches and the Head office as well to give the complete report in just "one click".
- As part of the project, prior to generating GLB and Balance Sheet, the Head Office is to be made LIVE, which is manual as of now. The following sectors have to be migrated from "manual" to "LIVE": Head Office Account, Liquidity and Investments, Fixed Assets. Upon migration, the integration of CBS is to be done with Head Office Module to generate the reports whose requirement has been mentioned here.
- For instance, regarding the generation of GLB, the HOM will provide only the mapping of GLB of branches and GLB of head office. Previously the GLB of Head Office was prepared manually. And the balance sheet was prepared manually by taking entries from both separate GLB's. As per this proposed project, now the Balance Sheet will be prepared without any manual interaction by picking up the entries from the GLB of all the branches and the Head office as well to give the complete report in just "one click"
- Integration of HO Module Solution with Bank's Core Banking Solution of the Bank Finacle 7.x CBS
- Recommend Hardware & System Software Requirements / Sizing of the solution keeping data augmentation of 20% YoY basis

- Provide one year warranty of the supplied solution
- Post warranty period, provide 4 year Annual Technical Support, considering 5 years project.

4. Head Office Module Solution Features:

The solution should perform following functions:

(Bidder has to submit response on this table along with technical bid.)

4.1 Investment Management

The system supports the following Generalized Investment functionalities in three modules:

A. Front Office:

a. Masters

1. Account Master Maintenance
2. Certificate Master Maintenance
3. Market Rate Maintenance.

b. Transaction Management

1. Debt Market
2. Money Market
3. Bank FDR
4. Interest Calculation.

c. Report

1. Daily transactions
2. Deal ticket
3. FDR Status
4. Security Position.
5. Scheme wise Report
6. Due date Register
7. RBI Compliance Report
8. Call Confirmation
9. Category-wise Security report.

d. Utility – Financial Calculator.

B. Middle-Office:

a. Master

1. Account Master Authorisation
2. Certificate Authorisation.
3. Market rate Authorisation.
4. Product Master Maintenance
5. Scheme Master Maintenance
6. Counter Party Maintenance
7. Broker Master Maintenance
8. Bank Parameter.

b. Transactions

1. Debt Market Authorisation
2. Money Market Authorisation.
3. Bank FDR authorization
4. Bank Interest authorization.

C. Back Office:

a. Masters

1. Product Master Authorisation
2. Scheme Master Authorisation
3. Materializations
4. Security Auctioning
5. Interest Schedule
6. Authorisation Schedule

D. Other Functionality

Vendor to develop following modules

1. Borrowing module of refinance
2. Capital gain segment
3. Multiple account opening, and
4. Accrued interest

4.2 Asset Management

Unique features:

1. Facility to pass the entries to various product heads under core banking environments.
2. Robust reporting system such as Asset Register, Category-wise asset register, Asset Summary, AMC Details, Depreciation. Etc.

Functionalities:

1. Department Master Maintenance.
2. Location Master Maintenance.
3. Machinery type maintenance.
4. Sub-category maintenance.
5. Asset Profile Maintenance.
6. Asset Transfer.
7. Sale/retirements of Assets.
8. Depreciation calculation.
9. Repair Detail maintenance
10. AMC details Maintenance
11. Insurance details maintenance
12. Claim details maintenance

Reports:

1. Asset Register
2. Category-wise Asset summary/detailed statement
3. AMC Details
4. Depreciation Register

End User Feature:

5. Depreciation calculation
6. Sale or transfer of assets
7. Repair details maintenance

4.3 Centralized Reporting Module

- Selected vendors will implement a centralized reporting module, which will be integrated data of Finacle CBS and HO module
- Reporting server will be integrated with Finacle CBS and all scheduled reports to be generated daily by 9:00 AM every morning

- It should combine the GLB of Branches and Head office GLB to prepare the GLB of Bank as whole and balance sheet.
- It includes generation of different operation report at the head office level. The formats provided by RBI,NABARD and NHB will be applicable
- Frequency of each report can be defined.
- It should have the feature to generate report at closing time even if CBS has been closed, by introducing a feature of adding voucher on value date. The reporting sever can be can be fixed on a particular date to closing reports.

4.4 Other Functionalities

1. Head Office GL Maintenance
2. Head Office - Balance Sheet
3. Upto 20 MIS Reports (Bank will provide formats to selected bidder)
4. Completely parameterized and rule based system.
5. Facility to pass the accounting entries directly to GL & PL Heads
6. Ready to integrate with Finacle CBS
7. Capability to verify voucher before CBS push
8. HO Module should have EOD separate from Finacle, however it should have provision to sync EOD with CBS
9. Solution should be able to make all the entries LIVE and Dynamic.
10. Solution should be able to enforce the entries from Pl, CD Nominal correctly into HO GLB.
11. Solution should be able to enforce the entries.
12. Solution should be automatic completely. It should fetch the required entries from CBS and map it with Head Office to produce the reports in the correct and expected format.
13. Solution should be scalable, which means that its performance should not degrade with the addition of any heads if required in future.
14. Solution should provide administrative security
15. Solution should provide at least a basic level of job accounting, to aid in scheduling policies
- 16.** Provision should be done to upload data in the system as some data is still not digitized and needs to be uploaded to system. Bank will provide data in excel file.

5. Eligibility Criteria

S. No.	Criteria	Valid Supporting Documents to be submitted along with the proposal
1.	Bidder should be an Information Technology Company registered in India since last 5 (Five) years.	Incorporation/ Registration certificate should be furnished as documentary proof.
2.	Bidder should have average annual turnover of ₹50 Crore or more for the last 3 years.(2017-18, 2016-17 and 2015-16) and it should be profit making for each of the last three years	Audited Balance sheet and Profit & Loss Statement or Statutory auditor's certificate is to be submitted.
3.	The Bidder should have positive net worth of at least ₹ 25 Crore in last 3 FY.	Relevant audited certificate must be provided.
4.	The Bidder should have implemented/ implementing Head Office Module Solution integrated with Core Banking Solution in at least 5 Scheduled/ Co-op. Banks in India.	Copy of work order/ PO / Letter from client should be enclosed with proposal.
5.	The Bidder should have experience of integrating third-party solutions with Finacle CBS in at least 2 banks	Copy of work order/ PO / Letter from client should be enclosed with proposal.
6.	The Bidder should be at least CMMI Level 3 certified	Relevant certificate needs to be attached which is valid on date of submission.
7.	The Bidder should be ISO 9001:2015 and ISO 27001:2013 certified.	Relevant certificate needs to be attached which is valid on date of submission.
8.	The Bidder should not be a blacklisted one by any Government / PSU department or bank.	Letter of self-declaration to be provided by authorized signatory of the bidder firm.
9.	The bidder should have at least 500 resources on its payroll.	Letter of self-declaration to be provided by authorized signatory of the bidder firm.

Note: All eligibility criteria compliance by bidder must be supported by documentary evidence in technical response of the bidder.

Vendor must comply with the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer. Photocopies of relevant documents/certificates should be submitted as proof in support of the claims made for each of the above mentioned criteria. The Bank reserves the right to verify/evaluate the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer.

6. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms & conditions and functional & technical specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. COST OF RFP (NON-REFUNDABLE) AND EMD (REFUNDABLE)

Bidder is required to pay Rs.2000/- in the form of Demand Draft from a Schedule Commercial Bank in favour of Uttar Bihar Gramin Bank payable at Muzaffarpur towards cost of RFP at the time of bid submission.

Bidder should deposit EMD of Rs.3, 00,000/- in the form of a demand draft issued by a scheduled commercial Bank favouring Uttar Bihar Gramin Bank payable at Muzaffarpur (or) Bank Guarantee - BG, issued by a scheduled commercial Bank. The EMD should be submitted at the time of bid submission.

Bank will follow the guidelines issued by Govt. of India for MSME units registered with NSIC under single point registration scheme. However bidder has to submit the copy of valid NSIC Certificate clearly mentioning that they are registered with NSIC under single point registration scheme.

No interest will be payable on the Bid Security amount. Bid Security of unsuccessful Bidders will be refunded to the bidders only after completion of the bid process. Bid security to successful bidder will be released after delivery and installation of all equipment's.

8. AMMENDMENT IN BIDDING DOCUMENT

8.1 At any time prior to the date for submission of bids, the bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by amendments.

8.2 Amendments, if any will be notified through Bank's web site to all prospective Bidders, which have received the RFP documents and will be binding on them.

8.3 In order to provide, prospective Bidders, reasonable time to take the amendment into account for preparing their bid, the Bank may, at its discretion, extend the last date of submission of bids

9. TERM OF EXECUTION OF WORK

- 9.1 The Bidder shall deliver the solution within 4 weeks from the date of acceptance of the Purchase order. In case of delay in delivery of application and required software, penalty will be charged as mentioned in Liquidated Damages clause.
- 9.2 The Bidder shall complete the installation and configuration within 2 weeks from date of delivery. Any delay beyond stipulated period will attract additional penalty, as mentioned in the LD clause. Part of the week will be considered as full week.
- 9.3 The Bidder should have adequate number (min 5) of proposed solution's (as quoted in bid) certified personnel / expertise in implementing such solution certified by OEM. The Bidder should submit a declaration specifying name, designation, qualification and experience of the staff with the Bid.

10. LOCATION TO BE COVERED

The application being procured will be installed on Primary site in Mumbai and Disaster Recovery (DR) Site, Hyderabad. However, the Bank reserves the right to change locations/add new locations as per Bank's requirement.

11. BIDDING PROCESS (TWO PART OFFER)

- 11.1 The offer will be in two parts; Technical & Commercial. Both the parts must be submitted at the same time but in separate sealed covers, giving full particulars, addressed to the General Manager (GAD), Head Office-Uttar Bihar Gramin Bank, Sharma Complex, Kalambagh Chowk, Muzaffarpur-842001 and duly superscribed "Technical Offer for Implementation of HO Module Solution System for Bank" and "Indicative Commercial for Implementation of HO Module Solution System for Bank". These covers should also indicate name, address and contacts of the bidder submitting the offers.
- 11.2 **TECHNICAL BID** will also contain the Bidders information in the format as given in bid document. TECHNICAL BID will NOT contain any pricing or commercial information at all.
- 11.3 In the first stage, only TECHNICAL BID will be opened and evaluated. Those bidders satisfying the eligibility criteria and the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed.
- 11.4 After completion of technical evaluation, the Indicative Commercial Bid of only eligible bidders, whose bids are short-listed, will be opened for further process.

12. OFFER VALIDITY CRITERIA

The offer should remain valid for a period of at least 180 days from the date of the bid submission.

13. LATE BIDS

Any bid received by the Bank after last date and time of submission of bid prescribed by the Bank, may be rejected and/or returned unopened to the Bidder. Bank reserves right to accept (or) reject any such bids without assigning any reason thereof.

14. TECHNICAL OFFER (TO)

- 14.1 The Technical offer (TO) should be complete in all respects and contain all information asked for in this document. It should not contain any price information. However TO should confirm that all required rates have been quoted in Indicative Commercial Offer (CO), without showing the actual amounts in the TO. Any software/s supplied free along with the systems must be indicated separately and specifically.
- 14.2 The TO must be submitted in structured manner. No brochures, leaflets, etc. should be submitted in loose form.
- 14.3 The TO should comprise of following:
 - 14.3.1 Acceptance of Terms and Conditions as per Annexure-I
 - 14.3.2 Eligibility criteria as per Annexure-II
 - 14.3.3 Undertaking as per Annexure-III
 - 14.3.4 Compliance of Technical & Functional requirements as per Annexure-IV
 - 14.3.5 Unpriced Commercial Offer. This should be a replica of the complete Commercial Offer as per format given in Annexure-V but without indicating the prices Annexure-V
 - 14.3.6 Bidder's information as per Annexure-VI
 - 14.3.7 Declaration for Compliance as per Annexure-VIII
 - 14.3.8 Note: Annexure I, II, III, IV, V, VI and VIII should be submitted duly signed with seal of the company on company letter head (All these documents to be filed in one file.)
 - 14.3.9 Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor (to be filed in a separate file.)
 - 14.3.10 Product brochures, leaflets, manuals, etc. (to be filed separately)
 - 14.3.11 Bid security of `3,00,000/- (Rupees Three Lac Only) in the form of a demand draft issued by a scheduled commercial bank favouring Uttar Bihar Gramin Bank payable at Muzaffarpur or Bank Guarantee issued by any Scheduled Commercial Bank in favour of Uttar Bihar Gramin Bank valid for minimum 180 days from last date of submission of bid. EMD & RFP Document cost should be submitted at the time of bid submission.

15. ERASURE OR ALTERATIONS

Technical details and commercial quotes must be completely filled up. The corrections or alterations, if any should be authenticated. In case of the corrections/alteration not properly authenticated, the offer will be liable for rejection.

16. MODIFICATION OR WITHDRAWAL OF BID

- 16.1 The bidder may modify or withdraw its bid's submission, provided that written notice of the modification or withdrawal is received by the Bank prior to the deadline prescribed for submission of bids.
- 16.2 The Bidders' modification or withdrawal notice shall be prepared, sealed, marked and delivered in accordance to the provision of Para "Submission of Bids", with the envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. The withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 16.3 No bid will be modified after the deadline for submission of bids.
- 16.4 No bid may be withdrawn in the intervening period between deadline for submission of bids and expiration of period of bid validity specified by the bidder in the submitted bid.
- 16.5 No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

17. PRICE COMPOSITION

- 17.1 The commercial should be quoted in the indicative bill of Material form attached to this bid (Annexure V).
- 17.2 The prices should be firm and not dependent on any variable factors and expressed in Indian Rupees.
- 17.3 The prices should be inclusive of all costs including taxes, duties, levies etc to be charged. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, taxes (excluding service tax), levies, Govt. duties etc and pass on the benefit to Bank in case of downward revision of Govt. taxes, levies, etc.
- 17.4 ATS charges and other maintenance expenses as applicable should also be mentioned in the offer. For ATS, any upward / downward change in Service Tax will be to the account of Bank.
- 17.5 Octroi / Road tax, if any will be paid extra as per the actual on production of original receipt. The TCO should include all the components mentioned in the Commercial Offer.

18. PRICE FREEZING

The prices finalized shall remain valid for 1 year from the date of PO. However, ATS prices of Software will remain valid for 4 years for all software post warranty (period of 1 year).

19. NO PRICE VARIATION

The commercial offer shall be on a fixed price basis. No upward revision in the price would be considered. Any Change in the service tax and or any such type of tax will be to the account of Bank.

20. TENDER/ RFP CANCELLATION

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

21. OPENING OF OFFERS

Technical Offers will be opened on xxxxxxxxxxxxxxxxxxxxxx. The representative of the Bidder can be present for the opening of the Technical Offers. No separate intimation will be given in this regard to the Bidders, for deputing their representative. In case designated date of bid submission is declared to be public holiday, the same may be extended to next working day.

22. EVALUATION CRITERION

22.1 Evaluation of Technical Bids:

22.1.1 The Bank's evaluation of the technical bids will take into account the following factors and based on such evaluation the technically qualified bidders will be short-listed:

- a) Conformation to pre-qualification criteria.
- b) Compliance of terms and conditions stipulated in the RFP duly supported by certified documentary evidence called for therein.
- c) Submission of duly signed compliance statement as stipulated in Annexure I. Details / Brochures containing data centre infrastructure facilities are to be enclosed.
- d) Review of written reply, if any, submitted in response to the clarification sought by the Bank, if any.

22.1.2 Bank reserves the right to reject an offer under any of the following circumstances:

- a) Bid security is not submitted.
- b) Document fees are not paid, if required.
- c) Offer is incomplete and/or not accompanied by all stipulated documents.
- d) Offer is not in conformity with the terms and conditions stipulated in this document.
- e) Specifications stipulated in Annexure-IV and V is not met. However, deviations resulting in higher/superior configuration will be accepted.
- f) Unpriced Commercial Offer is not submitted along with Technical Offer.
- g) Format of Commercial Offer differs from unpriced commercial Offer.

22.1.3 If required, normalization of TCO would be undertaken on the basis of technical evaluation, before opening the Commercial Offers.

22.2 Commercial Bids:

Commercial bids of only technically qualified short listed bidders will be opened and evaluated.

22.3 Determination of LI Bidder and Awarding of Contract:

On completion of evaluation process of Indicative commercial bids, contract will be awarded to the lowest bidder post negotiation, if required.

23. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.

24. ROAD PERMIT

In case of delivery of Software to the areas where Road Permit is required for transportation of goods, it is the responsibility of Bidders to provide the same making all the arrangements required in advance without any extra cost to the Bank. However Bank will provide any letter, if required by the Bidders for carrying out the task.

25. DELIVERY AND DOCUMENTS

Successful bidder to submit the following deliverables:

- Complete Roll Out plan
- System Requirements Study (SRS) Document.
- Complete architecture of the solution
- Details of customizations done & Project Schedule on completion of SRS.
- Sizing of the hardware.
- User Acceptance test plan and test cases
- User and System Manuals.
- Training.

25.1 Delivery of required licenses must be as per the licensing policy of the specified product.

25.2 All plans, drawings, specifications, designs, reports and other documents submitted by the successful bidder shall become and remain the property of the Bank.

25.3 During the time of implementation, documents, CDs or any Media for all customization done should be delivered to the bank.

26. PAYMENT TERMS

The terms of payment will be as follows.

26.1 No advance payment will be made against purchase order.

26.2 No Octroi / Entry Tax will be paid after payment of final installation.

S.No.	Milestone	Payment
01.	On Successful installation and customization of Solution	25%
02.	On UAT signoff and training	25%
03.	After 2 months of successful go live	40%
04.	After a period of 1 year from Go live or against furnishing a performance Bank Guarantee of a scheduled commercial Bank for the equal amount	10%
	Total	100%

26.3 ATS for software will be paid quarterly in arrears against submission of physical invoice.

26.4 The bidder is eligible for Octroi claim only, if the invoice billing is out of jurisdiction of Municipal Corporation of Mumbai.

27. ORDER CANCELLATION

27.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part.

27.2 If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.

27.3 The Bank reserves its right to cancel the order in the event of delay in delivery.

27.4 If the Supplier fails to perform any other obligation(s) under the Contract.

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

28. LIQUIDATED DAMAGES

28.1 If successful bidder fails to deliver any or all of the service(s) / systems or perform the services within the time period(s) specified in the RFP/Contract/Agreement, the Bank shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments due to the successful bidder.

28.2 For calculation of LD, during Implementation:

28.2.1 The contract price for calculation of LD is TCO excluding AMC/ATS charges and on-site support charges.

28.2.2 The overall LD during implementation will be to a maximum of 10% of the contract value.

28.2.3 LD for delay in completion of the Service(s) for each week of delay beyond the scheduled completion date or part thereof will be a sum equivalent to 1% of contract price per week. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% during implementation, Bank may consider termination of the contract or purchase order.

28.2.4 Part of week will be considered as full week.

28.2.5 Bank can deduct the amount of liquidated damages from any money belonging to the successful bidder in its hands (which includes Bank's right to claim such amount against successful bidder's Performance Bank Guarantee) or which may become due to the successful bidder.

28.2.6 Any such recovery or liquidated damages shall not in any way relieve the successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.

28.2.7 Bank reserves the right to condone the delay, if it is not attributable to the successful bidder.

28.2.8 A penalty of Rs.10000/- per day will be levied for every downtime exceeding 6 hours due to software error

29. DELIVERY PERIOD

The required software is to be delivered within 4 weeks from the date of the acceptance of purchase order. The Installation and Commissioning of the application, if any shall be completed within 2 weeks from the date of delivery. For any delay in delivery, installation and commissioning beyond 4+2 weeks from the date of Purchase Order issued by the Bank, the Bank reserves the right to charge Liquidated Damages at the rate defined above.

30. SYSTEM MAINTENANCE STANDARD

30.1 The bidder / supplier has to ensure on-site/off-site support (without any extra cost) for resolving all software related issues, including re-installation of Software and other applications supplied or configured for the proposed solution under this RFP, due to any reason what-so-ever, during warranty and ATS period (or such other extended period as per the contract terms and paid maintenance will commence only thereafter).

30.2 Bidder should resolve the problem reported by any means within six hours of report.

Sr.No.	Description	Response Time(During Office Hours)	Penalty
1	Call Response Time	3 hours	No penalty
2	Call Resolution	Application down for total 6 hours after logging complaint through any mode	

		Above 6 hours, if solution is not Provided	Rs. 10000 per day (max 10% of the contract value without Taxes)
--	--	--	---

30.3 The Bidder should ensure that the application reported down or non-functional on any day is set right on the same day and in no case later than 6 hours from the time of reporting.

31. ANNUAL TECHNICAL SUPPORT

31.1 The ATS rate for the Software shall be valid for the period of 4 years after Warranty Period of One Year.

31.2 ATS will be paid quarterly in arrears.

32. BIDDER'S OBLIGATIONS

32.1 The Bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.

32.2 The Bidder will treat as confidential all data and information about the bank, obtained in the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Bank. In case of any breach of trust, the Bank may initiate any action as deemed fit entirely at the cost and responsibility of the supplier.

32.3 Bidder has to undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages, claims, penalties expenses, legal liability because of non-compliance of KYE and or misconduct of the employee deployed by the bidder / supplier to Bank. Bidder / Supplier to undertake the same as per Annexure-XIV.

33. DELAY IN BIDDER'S PERFORMANCE

Implementation of solution shall be made by the bidders in accordance with the time schedule specified. Any delay by the bidder will result in imposition of liquidated damages and/or termination of contract for default.

34. TERMINATION FOR DEFAULT

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

34.2 In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

35. PATENT RIGHTS

- 35.1** The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.
- 35.2** The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- 35.3** The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, including all expenses and court and legal fees.
- 35.4** The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- 35.5** The Supplier shall grant to the bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including all inventions, designs and marks embodied therein in perpetuity.

36. FORCE MAJEURE

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

37. OTHER TERMS AND CONDITIONS

- 37.1** Clarifications needed on any of the points mentioned in the RFP, if any, may be sought from the Bank as per the timelines specified in Bid details and after which no request will be entertained / replied.
- 37.2** The official who is signing on behalf of the company should be authorized signatory as per their Board Resolution. Power of Attorney / Copy of the Board Resolution should be attached with Technical Offer.

38. GOVERNING LAW AND DESPUTES

- 38.1** ALL disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender

Documents or breach thereof shall be settled amicably. If however the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings. The arbitrator shall be appointed with the mutual consent of both the parties. Any appeal will be subject to the exclusive jurisdiction of the courts in Muzaffarpur.

- 38.2** During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Muzaffarpur.

39. ASSIGNMENT

The bidder shall not assign, in whole or in part, its obligations to perform under the contract, except with the Bank's prior written consent.

40. RFP OWNERSHIP

40.1 The RFP and all supporting documentation are the sole property of Uttar Bihar Gramin Bank and should NOT be redistributed without prior written consent of the Bank. Violation of this would be a breach of trust and may, inter-alia cause the bidders to be irrevocably disqualified.

40.2 The aforementioned material must be returned Uttar Bihar Gramin Bank when submitting the proposal, or upon request; however, bidders can retain one copy for reference.

41. PROPOSAL OWNERSHIP

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

42. TENDER/RFP CANCELLATION

The Bank reserves the right to cancel the Tender/RFP at any time without assigning any reasons whatsoever.

43. INDEMNITY

43.1 The Bidder shall, at its own expense, defend and indemnify the Bank against all third party claims for infringement of patent, trademark, design or copyright arising from use of proposed product/products or any part thereof. Bidder will provide infringement remedies and indemnities for third party Products, on a pass through basis. If the Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally award, in the event of the matter being

adjudicated by a court or that be included in a Bidder approved settlement. The Bank will issue notice to the Bidder of any such claim without delay and provide reasonable assistance to the Bidder in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The Bidder shall also reimburse all incidental costs, which the Bank may incur in this regard.

43.2 If such a claim is made or appears likely to be made, the Bank agrees to permit Bidder to enable the Bank to continue to use the Product, or to modify it, provided no order otherwise has been passed by a court or replace it with one that is at least functionally equivalent. If Bidder determines that none of these alternatives is reasonably available, the Bank agrees to return the Product to Bidder on its written request, upon which the Bidder will then give the Bank a credit equal to:

- a. For equipment, its invoice value as paid by the Bank to the Bidder;
- b. For Materials, the amount the Bank paid to the bidder for the creation of the Materials. This Section stipulates Bidder's entire obligation to the Bank regarding any claim of infringement.

43.3 Bidder has no obligation regarding any such claim based on:

- a. Anything the Bank provides which is incorporated into a Product or Bidder's Compliance with any designs, specifications, or instructions provided by the Bank or by a third party on the Bank's behalf.
- b. The combination, operation, or use of a Product with other products not provided by Bidder as a system, or the combination, operation or use of a Product with any product, data, apparatus, or business method that Bidder did not provide, or the distribution, operation or use of a Product for the benefit of a third party outside the Bank.

43.4 The Bidder shall also indemnify the Bank against all losses, damages, claims, counter claims, suits, penalties and costs which the Bank may face on account of

- a. Bodily injury (including death) and damage to real property and tangible personal property caused by Bidder's negligence on the part of the Bidder's employees, agents or representatives.
- b. Any claim or proceeding brought by a third party against the Bank as a consequence of the above
- c. any claim made upon and any action taken against the Bank by any statutory authority or Court on account of the Bidder's failure to comply with any laws, orders and regulations applicable to the performance by Bidder of its obligations under this Agreement.

43.5 In the event of the Bidder not fulfilling its obligations under this Section within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to

the Bidder under this Agreement for /Facility Management/ Support Services etc.

43.6 Bidder shall be liable for any breach or any non-performance by the Bidder of any of its undertakings, warranties, covenants, representations or obligations under this Agreement, subject to the provisions of Limitation of Liability.

44. PUBLICITY

Any publicity by the Service Provider in which the name of the Bank is to be used, will be done only with the explicit written permission of the Bank.

45. LIMITATION OF LIABILITY

45.1 Bidder's aggregate liability under the contract shall be limited to a maximum of the Contract value.

45.2 Bodily injury (including death) and damage to real property and tangible personal property caused by bidder's gross negligence. For the purpose of this section, Contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the bidder that gave rise to claim, under this tender. Bidder shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

46. LANGUAGE AND CURRENCY OF BID

The bid shall be in English Language and all prices shall be expressed in Indian Rupees.

47. SUBMISSION OF BID

The bidders shall duly seal each envelope. The bid should be addressed to purchaser at the following address:

The General Manager,
Uttar Bihar Gramin Bank,
Head Office (GAD)
Sharma Complex, Kalambagh Chowk
Muzaffarpur-842001

48. Annexure-I: ACCEPTANCE OF TERMS AND CONDITIONS

(LETTER TO THE BANK ON THE VENDOR'S LETTER HEAD)

To
The General Manager,
Uttar Bihar Gramin Bank,
Head Office (GAD)
Sharma Complex, Kalambagh Chowk
Muzaffarpur-842001

Sir / Madam,

Subject: Your RFP for implementation of HO Module Solution for UBG Bank

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the supply of the software as detailed in your above referred RFP.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the RFP and all required information as per Annexure-I and Annexure- III to Annexure-XIV and also copy of unpriced commercial bid is enclosed.

We also confirm that the offer shall remain valid for 180 days from the date of the offer.

We hereby undertake that the software to be delivered to the Bank will be licensed and legally obtained.

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.

Dated at _____ this _____ day of _____ 2019.

Yours faithfully,

Signature

Authorized Signatory

Seal of company

49 . Annexure-II: PRE-QUALIFICATION CRITERIA (ELIGIBILITY COMPLIANCE)

S. No.	Criteria	Compliance (Yes/No)	Valid Supporting Documents to be submitted along with the proposal
1.	Bidder should be an Information Technology Company registered in India since last 5 (Five) years.		Incorporation/ Registration certificate should be furnished as documentary proof.
2.	Bidder should have average annual turnover of ₹50 Crore or more for the last 3 years.(2017-18, 2016-17 and 2015-16) and it should be profit making for each of the last three years		Audited Balance sheet and Profit & Loss Statement or Statutory auditor's certificate is to be submitted.
3.	The Bidder should have positive net worth of at least ₹ 25 Crore in last 3 FY.		Relevant audited certificate must be provided.
4.	The Bidder should have implemented/ implementing Head Office Module Solution integrated with Core Banking Solution in at least 5 Scheduled/ Co-op. Banks in India.		Copy of work order/ PO / Letter from client should be enclosed with proposal.
5.	The Bidder should have experience of integrating third-party solutions with Finacle CBS in at least 2 banks		Copy of work order/ PO / Letter from client should be enclosed with proposal.
6.	The Bidder should be at least CMMI Level 3 certified		Relevant certificate needs to be attached which is valid on date of submission.

S. No.	Criteria	Compliance (Yes/No)	Valid Supporting Documents to be submitted along with the proposal
7.	The Bidder should be ISO 9001:2015 and ISO 27001:2013 certified.		Relevant certificate needs to be attached which is valid on date of submission.
8.	The Bidder should not be a blacklisted one by any Government / PSU department or bank.		Letter of self-declaration to be provided by authorized signatory of the bidder firm.
9.	The bidder should have at least 500 resources on its payroll.		Letter of self-declaration to be provided by authorized signatory of the bidder firm

Signature

Authorized Signatory

Seal of Company

50. ANNEXURE III: UNDERTAKING

(LETTER OF UNDERTAKING ON COMPANY LETTER HEAD)

To
The General Manager,
Uttar Bihar Gramin Bank,
Head Office (GAD)
Sharma Complex, Kalambagh Chowk
Muzaffarpur-842001

Sir,

Subject: Your RFP for Implementation of HO MODULE Solution for Bank

- We submit our Bid Document herewith. We understand that
- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- You may accept or entrust the entire work to one vendor or divide the work to more than
- One vendor without assigning any reason or giving any explanation whatsoever.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- Vendor means the bidder who is decided and declared so after examination of commercial bids through process of reverse auction.

Dated at.....this..... day of.....2019

Yours faithfully,

Name:

Signature:

Seal of Company:

51. Annexure-IV: TECHNICAL SPECIFICATIONS

I) Functional Requirements of proposed Application:

All Functional Requirements are Mandatory and Non-Compliance to any will lead to Disqualification.

Sr. No.	Technical Specification	Compliance (Yes/No)
1.	Bidder will provide solution asset management, investment management, GL balance report and other reporting requirement under the scope of the work of HO Module Solution.	
2.	The HOM is intended to work as an integrated module to present the General Ledger's Balance report of the bank including the GLB of all the branches and the Head office as well to give the complete report in just "one click".	
3.	As part of the project, prior to generating GLB and Balance Sheet, the Head Office is to be made LIVE, which is manual as of now. The following sectors have to be migrated from "manual" to "LIVE": Head Office Account, Liquidity and Investments, Fixed Assets. Upon migration, the integration of CBS is to be done with Head Office Module to generate the reports whose requirement has been mentioned here.	
4.	For instance, regarding the generation of GLB, the HOM will provide only the mapping of GLB of branches and GLB of head office. Previously the GLB of Head Office was prepared manually. And the balance sheet was prepared manually by taking entries from both separate GLB's. As per this proposed project, now the Balance Sheet will be prepared without any manual interaction by picking up the entries from the GLB of all the branches and the Head office as well to give the complete report in just "one click"	
5.	Integration of HO Module Solution with Bank's Core Banking Solution of the Bank Finacle 7.x CBS	

6.	Supplying Hardware and Servers is not under this RFP scope however the bidder should specify the configurations of required Hardware, Operating System and Database for installing the proposed application at Bank's DC and DR site clearly.	
7.	Provide one year warranty of the supplied solution	
8.	Post warranty period, provide 4 year Annual Technical Support	
9.	The Proposed solution should have built in ETL tool to extract, transform and load data from Bank's in house software / Core Banking Solution for further process on daily basis	
10.	The Proposed solution should be capable to generate reports in multiple formats - PDF, RTF, HTML, CSV and XSL/XLSX. User can configure the columns and print settings - header, footer etc.	
11.	The proposed system should be able to generate MIS reports as per Bank's requirements.	
12.	Detailed process documentation, Standard Operating Procedures and management of solution should be created and submitted to Bank before project signoff.	
13.	The successful bidder has to provide 24x7 online support to Bank and whenever required the engineer has to visit Bank's premises to resolve the issue.	
14.	On-site Support of an engineer to be provided for 3 months after go-live.	
15.	Training to the Bank's project team and the user team. Training must cover both classroom and hands on sessions. Necessary training material and documents must be provided to the participants. The training program should have of maximum 15 participants at HO, Muzaffarpur. Trainers cost to be borne by the bidder and Bank will provide the classroom and other facilities	

II) Hardware Requirement Specifications for HO MODULE:

Sr.No.	Our requirement	Requirement Specifications
1	Application Host Model	

2	No. of CPU & Cores Per CPU	
3	Clock Speed of Processor	
4	Total Hard Disk Size	
5	No. of Partition in HDD & size of each partition	
6	RAM Capacity	
7	Operating System	
8	Database Software	
9	Web server software	
10	Application Server Software	

III) Other requirements

Sl. No.	Our Requirement	Compliance (Yes/No)
1	Application should run on x86 Server machines	
2	The solution should run on Virtual Machines	
3	The solution should support for workflow management and configuration.	
4	All user authentication and authorization details of the application should be encrypted and stored in Database.	
5	Passwords for database connection string property or any other linked servers and configured work areas should not be shown in clear text at any of the files or logs accessed by any of the internal application / utility or software.	
6	System should support for SSO (Single Sign On) and Self Authentication process.	
7	Configurable Password Parameters like Password Policy and User Account Policy.	
8	The solution should enable integration of third-party tool or API or DB Link or Web service.	
9	The solution should have the facility to take backup on daily basis to disk and move the same to media backup.	
10	The solution should sync with DR setup at any point of time	
11	The application should log every action of users and stored and archived as per policy of Bank.	

Signature

Seal of Company

Date

52. Annexure - V-a [UNPRICED COMMERCIAL OFFER/BID (BILL OF MATERIAL)]

Sl.No.	Requirement/Quantity	Basic Price	Taxes	Duties/levies charges	Total
1	Enterprise wide Software solution HO MODULE (Including supply, installation, implementation, customization, integration & maintenance, training, with 3 months onsite support post go live).	YES/NO	YES/NO	YES/NO	YES/NO
2	HO MODULE - ATS for one year after expiry of warranty period of 1 year.	YES/NO	YES/NO	YES/NO	YES/NO
	Total Cost of Ownership (TCO)	YES/NO	YES/NO	YES/NO	YES/NO

Terms and Conditions

- 52.1** For the purpose of TCO, 3 months post go live on-site support and ATS is considered.
- 52.2** The Commercial Offer should be given in the above format only.
- 52.3** There should be no conditions mentioned in the Commercial Offer.
- 52.4** Commercial offers with conditions will be rejected.
- 52.5** All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- 52.6** The ATS rate for the Software shall be frozen for the period of 4 years.
- 52.7** Three Months onsite experienced support (Support personnel should be BE/MCA and should have been involved in the HO MODULE-software supplied to the Bank.)
- 52.8** The prices should be inclusive of all costs including taxes, duties, levies etc to be charged. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, taxes (excluding service tax), levies, Govt. duties etc and pass on the benefit to Bank in case of downward revision of Govt. taxes, levies, etc.
- 52.9** ATS charges and other maintenance expenses as applicable should also be mentioned in the offer.
- 52.10** Octroi / Road tax, if any will be paid extra as per the actual on production of original receipt. The TCO should include all the components mentioned in the Commercial Offer.
- 52.11** The Excise/Custom duty will however have to be mentioned separately in the invoice wherever applicable

Name

Signature

Seal of Company

52. Annexure – V-b: INDICATIVE BILL OF MATERIAL

Sl.No.	Requirement/Quantity	Basic Price	Taxes	Duties/levies charges	Total
1	Enterprise wide Software solution HO MODULE (Including supply, installation, implementation, customization, integration & maintenance, training, with 3 months onsite support post go live).				
2	HO MODULE - ATS for one year after expiry of warranty period of 1 year.				
	Total Cost of Ownership (TCO)				

Terms and Conditions

- 52.12** For the purpose of TCO, 3 months post go live on-site support and ATS is considered.
- 52.13** The Commercial Offer should be given in the above format only.
- 52.14** There should be no conditions mentioned in the Commercial Offer.
- 52.15** Commercial offers with conditions will be rejected.
- 52.16** All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- 52.17** The ATS rate for the Software shall be frozen for the period of 4 years.
- 52.18** Three Months onsite experienced support (Support personnel should be BE/MCA and should have been involved in the HO MODULE-software supplied to the Bank.)
- 52.19** The prices should be inclusive of all costs including taxes, duties, levies etc to be charged. During the offer validity and subsequent contract period, the bidder will absorb any upward revision of prices in case of custom duties, taxes (excluding service tax), levies, Govt. duties etc. and pass on the benefit to Bank in case of downward revision of Govt. taxes, levies, etc.
- 52.20** ATS charges and other maintenance expenses as applicable should also be mentioned in the offer.
- 52.21** Octroi / Road tax, if any will be paid extra as per the actual on production of original receipt. The TCO should include all the components mentioned in the Commercial Offer.
- 52.22** The Excise/Custom duty will however have to be mentioned separately in the invoice wherever applicable

Name

Signature

Seal of Company

53. Annexure – VI: BIDDER'S INFORMATION

Name _____

Constitution _____

Address _____

Names and Addresses of the Partners if applicable _____

Contact Person(s) _____

Telephone, Fax, e-mail _____

Number of years of experience in Software business _____

Please give brief financial particulars of your firm for the last 3 years along with the volume of business handled.

(The information will be kept confidential)

Year	Financial year 2015-16	Financial year 2016-17	Financial year 2017-18
Operating Profit:			
Total Turnover:			

Is company ISO Certified? If yes, provide information along with true copy of certificate.

Signature:

Name

Date

Seal of company:

54. Annexure VII: PERFORMANCE BANK GUARANTEE

Format of Bank Guarantee for Release of 10% value of PO

To
The General Manager,
Uttar Bihar Gramin Bank,
Head Office (GAD)
Sharma Complex, Kalambagh Chowk
Muzaffarpur -842001.

In consideration of your placing an order for purchase of certain computer software on M/s. _____ (hereinafter called the Bidder) as per the purchase contract entered into by the Bidder vide purchase contract No. _____ dt. _____ (hereinafter called the said contract), We, _____ (name and address of the Bank and the branch) do hereby irrevocably and unconditionally guarantee the due performance of the Bidder as to the maintenance of the computer systems as per the said contract entered into by the Bidder with you.

If the said Bidder fails to maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we _____ Bank do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without demur and merely on demand in writing from you, stating that the amount claimed is due by way of failure on the part of the Bidder or loss or damage caused suffered to / or would be caused to / suffered by you for reason of any breach by the said Bidder of any of the terms and conditions of the said contract or by reason of Bidder's failure to perform the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

However our liability under this guarantee shall be restricted to an amount not exceeding Rs ----- only). You are entitled to invoke this guarantee either in full or in parts subject to the maximum limit of Rs. ----- within the validity period of this guarantee.

We _____ Bank further agree that this guarantee herein contained shall remain in force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all your dues under or by virtue of the said contract have been fully settled and discharged. This guarantee shall continue to be valid till you certify that the Bidder has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee. Unless a claim or demand is made on us in writing under this

guarantee on or before , we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the Bidder shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly on your request.

Failure on our part or the Bidder in this respect shall be treated as a breach committed by the Bidder and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment or extension of the validity period.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance act or omission on your part or any indulgence by you to the Bidder or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the Law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability here under.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the Bidder, the beneficiary of this guarantee i.e. yourself, and ourselves i.e. Bank unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives etc. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your previous consent in writing. Notwithstanding anything contained hereinabove, our liability under this guarantee is Restricted to a sum of Rs. _____

and shall be valid upto _____ Unless a demand or claim to enforce this guarantee is made on us in writing within three months of the said validity period i.e. on or before _____, we shall be discharged and relieved from all our liabilities here under. However if this guarantee is extended for any further period the validity period and the action period of three months mentioned herein above gets automatically extended accordingly.

Yours faithfully,

Signature: Name
Date

Seal of company:

55. Annexure VIII: DECLARATION FOR COMPLIANCE

To,
The General Manager,
Uttar Bihar Gramin Bank,
Head Office (GAD)
Kalambagh Chowk
Muzaffarpur -842001.

Sir,

All Terms and Conditions including scope of work except technical specifications

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

Signature:

Name

Date

Seal of company:

Technical Specification

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you with the following deviations

List of deviations

1) _____

2) _____

Signature:

Name

Date

Seal of company:

(If left blank it will be construed that there is no deviation from the specifications given above)

56. Annexure IX: BANK GUARANTEE FOR EMD

To,
The General Manager,
Uttar Bihar Gramin Bank,
Head Office (GAD)
Sharma Complex, Kalambagh Chowk
Muzaffarpur -842001.

Dear Sir/Madam,

In response to your invitation to respond RFP for Implementation of HO MODULE Solution for Uttar Bihar Gramin Bank, 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 the same. 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____/- (Rupees_____ only) as Bid security as required to be submitted by the Consultant 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.
- 3) If the Bidder, if selected for awarding the Contract, fails to renew this Bank Guarantee as decided by Uttar Bihar Gramin Bank. We undertake to pay immediately on demand to Uttar Bihar Gramin Bank, the said amount of Rs._____(Rupees _____ only) 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 Uttar Bihar Gramin 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.

2) This Bank guarantee will be valid up to 180 days and

3) We are liable to pay the guaranteed 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 the month of_____2019

at_____

Signature :

Name (In Block letters):

Designation :

Staff Code No. :

Official address :

(Bank's Common Seal)

Attorney, as per power of Attorney No.:

Date:

WITNESS:

1 _____(Signature with Name, Designation and Address)

2 _____(Signature with Name, Designation and Address)

57. Annexure X: REFUND OF EMD

LETTER FOR REFUND OF EMD (TO BE SUBMITTED BY THE UNSUCCESSFUL BIDDERS)

The General Manager,
Uttar Bihar Gramin Bank,
Head Office (GAD)
Sharma Complex, Kalambagh Chowk
Muzaffarpur -842001.

Sir,

We _____(Company Name) had participated in the RFP for Implementation of HO MODULE solution for Bank and we are an unsuccessful bidder. Kindly refund the EMD / Release BG submitted for participation. Details of EMD submitted are as follows:

Sr. No.	Bidder Name	Cheque /DD No.	Drawn(on Bank name)	Amount (Rs.)

Bank details to which the money needs to be credited via NEFT are as follows

1. Name of the Bank with Branch:
2. Account Type:
3. Account Title:
4. Account Number:
5. IFSC Code:

Sign

Name of the signatory

Designation

Company Seal

58. Annexure XI: KYE UNDERTAKING

(To be submitted by all bidders on their letter head)

To

The General Manager,

Uttar Bihar Gramin Bank,

Head Office (GAD)

Sharma Complex, Kalambagh Chowk

Muzaffarpur -842001.

UNDERTAKING

1. We _____ (name of the company) hereby confirm that all the resource (both on-site and off-site) deployed/to be deployed on Bank's project for (the RFP for Implementation of HO MODULE Solution for Bank) have undergone KYE (Know Your Employee) process and requisite checks have been performed prior to employment of said employees as per our policy.
2. We further undertake and agree to save defend and keep harmless and indemnified the Bank against all loss, cost, damages , claim penalties expenses, legal liability because of non-compliance of KYE and of misconduct of the employee deployed by us to the Bank.

Signature of Competent Authority with company seal _____

Name of Competent Authority _____

Company / Organization _____

Designation within Company / Organization _____

Date _____

Name of Authorized Representative _____

Designation of Authorized Representative _____

Signature of Authorized Representative _____

Verified above signature

Signature of Competent Authority Date _____

59. Annexure XII: SCORING MATRIX

S. No	Technical	Max Score
1	Information Technology company/ registered in India since last 5(five) years (As on date 31 st March,2015)	5
	Equal to 5 Years (2 Marks)	
	More than 5 years and less than 10 years (3 Marks)	
	Equal to or More than 10 years and less than 15 years (4 marks)	
	Equal to or more than 15 years (5 marks)	
2	The Solution Provider's implementation experience	10
	Experience of providing HO Module Solution in more than 5 Banks, (5 Banks) -10	
	Experience of providing HO Module Solution in 5 Banks, (5 Banks) -5	
	Documentary evidence in the form of purchase Order is required.	
3	Experience of providing Finacle integration in Banks, (2 Banks) -10	10
	Experience of providing Finacle integration in Banks, (1 Banks) -5	
	Documentary evidence in the form of purchase Order is required.	
4	Average annual turnover of last 3 years. (2017-18,2016-17 and 2015-16)	5
	Less than 50 Crores (2 Marks)	
	50 crores or more than 50 Crores (5 Marks)	
5	Certification of CMMI level3 or higher (5)	5
	No Certification of CMMI (0)	
6	ISO Certification	5
	ISO 9001:2015 and ISO 27001 :2005 (5 Marks)	

	ISO 9001:2015 (2 Marks)	
7	Technical Presentation and Demo	25
8	Functional Score(As in section (Scope of Work)	25
	Score more than 75 (25)	
	Score less than 75 (10)	
9	Minimum 500 employees or more	10
	Equal to or more than 500 employees(10)	
	Leass than 500 employees(0)	
	Total	100