



Tender Reference: HO/IT/14/2021-21/119

Request for Proposal

For

Augmentation / Supply, Installation, Implementation,

Integration & Maintenance of CBS RISC Hardware

for

RRBs (UBGB & UBKGB)

Sponsored by Central Bank of India

Contents

1.	Introduction	11
1.1	About the Bank	11
1.2	Project Objective.....	11
1.3	Existing IT-Setup.....	13
2.	Eligibility Criteria	13
3.	Detailed Scope of Work	17
3.1	General.....	17
3.2	IBM Servers at DC, NDR and DRC.....	20
3.3	Structured Cabling at DC and DR	20
3.4	Load Balancer DC and DR.....	20
3.5	Tape Library at DC and DR	21
3.6	OEM Scope	21
3.7	DC Requirement.....	21
3.8	DR Requirement.....	21
3.9	NDR Requirement	22
3.10	Installation and Configuration	22
3.11	Benchmarking	24
4.	Project Timelines.....	26
5.	Terms & Conditions.....	27
5.1	General.....	27
5.2	Date of Submission	27
5.3	It is not an Offer	27
5.4	Rules for corresponding to this RFP.....	27
5.5	Proposal Process Management	28
5.6	Date of Bid Expiration	28
5.7	Bidder Indication of Authorization to Bid	28
5.8	RFP Ownership.....	28
5.9	Proposal Ownership.....	28
5.10	Bid Pricing Information	29
5.11	Bidder Status.....	29
5.12	Non-Disclosure Agreement.....	29
5.13	Clarifications and Amendments of RFP Document.....	29
5.14	Pre-Bid Meeting	29

5.15	Prices.....	29
5.16	Confidentiality.....	29
5.17	Bid Security	30
5.18	Ownership and Grant of Licenses, Patent Rights/ Intellectual Property Rights	30
5.19	Delays in Bidder’s Performance	32
5.20	Right to Reject.....	32
5.21	Non-Negotiability on RFP.....	32
5.22	Execution of Contract, SLA and NDA.....	33
5.23	Successful Bidder’s Personnel.....	33
5.24	Changes to the RFP	33
5.25	Conditional Bids	35
5.26	Contract Commitment	36
5.27	Assignment.....	36
5.28	Insurance.....	36
5.29	Privacy and Security Safeguards	36
5.30	Cancellation of Contract and Compensation	37
5.31	Indemnity	37
5.32	Integrity Pact.....	38
5.33	Security Configuration, Inspection, Audit, Monitoring & Visitations	39
5.34	Publicity.....	40
5.35	Hiring of Employees	41
5.36	Sensitive Information.....	41
5.37	Limitation of Liability.....	41
5.38	Force Majeure.....	41
5.39	Disclaimer.....	42
5.40	Adherence to Terms and Conditions	42
5.41	Resolution of Disputes	42
5.42	Bank’s Right.....	43
5.43	Substitute of Project Team Members.....	43
5.44	Professionalism	43
5.45	Adherence to Laws and Standards.....	43
5.46	Authorized Signatory	43
5.47	Collusive Conduct.....	44
5.48	Unlawful Inducements.....	44

5.49	Conflict of Interest	44
5.50	Exit Management	44
5.51	Exit Option and Contract Re-Negotiation	44
5.52	Transfer of Agreements	46
5.53	Legal Compliance	46
5.54	Amendment to Contract	46
5.55	Correspondence and Notices	46
5.56	Survival and Severability	47
5.57	Corrupt and Fraudulent Practices	47
5.58	Waiver	47
5.59	Violation of Terms	47
5.60	Information Ownership	47
5.61	Road Permit	48
5.62	Addition/Deletion of Qualified Offerings	48
5.63	Termination	48
5.64	Consequences of Termination	49
5.65	Order Cancellation	50
5.66	Statutory and Regulatory Requirements	50
5.67	Payment and Taxes	50
5.68	Service Provider's Integrity and Obligation	51
5.69	Liquidated Damages	52
5.70	Blacklisting	53
5.71	Performance Bank Guarantee	53
5.72	Penalty Clause	54
5.73	Independent Contractor/ Sub-Contractor	54
5.74	Amendments	54
5.75	Counterparts	55
5.76	Governing Law and Jurisdiction	55
5.77	Survival of Clauses	55
5.78	Change Control Process	55
5.79	Land Border Sharing Clause	55
6.	Instructions to Bidders	56
6.1	Instructions to Vendors for e-tendering	56

6.2	Guidelines to Contractors on the operations of Electronic Tendering System of UBGB (/RRB) sponsored by Central Bank of India (https://eauction.auctiontiger.net).....	59
6.2.1	Pre-requisites to participate in the Tenders	59
6.2.2	Preparation of Bid & Guidelines of Digital Certificate	59
6.2.3	Recommended Hardware and Internet Connectivity.....	60
6.2.4	Steps to be followed by Bidders to participate in the e-Tender.....	60
7.	Evaluation & Methodology	62
7.1	Normalization of Bids.....	63
7.2	General Eligibility Criteria	63
7.3	Technical Evaluation	64
7.4	Commercial Evaluation	64
7.4.1	Reverse Auction	64
7.4.2	Commercial Bid Evaluation Considerations	65
8.	Payment Terms	67
9.	Service Levels & Penalties.....	69
9.1	Service Level Default.....	71
9.2	Penalty Computation	73
10.	Appendices.....	74
10.1	Appendix 1: Commercial Bill of Material	74
10.2	Appendix 2: Technical Specifications	75
11.	Annexures	76
11.1	Annexure 1: Technical Proposal Format	76
11.2	Annexure 2: Cover TO	78
11.3	Annexure 3: Conformity Letter	79
11.4	Annexure 4: Conformity with Hardcopy	80
11.5	Annexure 5: Comments on Terms & Conditions	81
11.6	Annexure 6: Manufacturer’s Authorization Form	82
11.7	Annexure 7: Letter from OEMs.....	83
11.8	Annexure 8: Integrity Pact	84
11.9	Annexure 9: Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction	96
11.10	Annexure 10: Product Mapping.....	102
11.11	Annexure 11: Bid Security Declaration	103
11.12	Annexure 12: Format for Performance Bank Guarantee (Two Separate PBG to be issued separately for both RRBs)	104

11.13	Annexure 13: Non-Disclosure Agreement	107
11.14	Annexure 14: Land Border with India	110
11.15	Annexure 15: Pre-Bid Query Format.....	111
11.16	Annexure 16: Undertaking Letter	112
11.17	Annexure 17: Acceptance Letter.....	113
12.	Disclaimer.....	114

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information conveyed subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of 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.

List of Appendices

Appendix 1: Commercial Bill of Material

Appendix 2: Technical Specifications

List of Annexures

Annexure 1: Technical Proposal Format

Annexure 2: Cover TO

Annexure 3: Conformity Letter

Annexure 4: Conformity with Hardcopy

Annexure 5: Comments on Terms & Conditions

Annexure 6: Manufacturer's Authorization Form

Annexure 7: Letter from OEMs

Annexure 8: Integrity Pact

Annexure 9: Guidelines, Terms & Conditions and Process Flow for E-Procurement

Annexure 10: Product Mapping

Annexure 11: Bid Security Form

Annexure 12: Format for Performance Bank Guarantee

Annexure 13: Non-Disclosure Agreement

Annexure 14: Land Border with India

Annexure 15: Pre-Bid Query Format

Annexure 16: Undertaking Letter

Annexure 17: Acceptance Letter

Purpose of the Document

The Request for Proposal (hereafter referred to as “RFP”) document is meant to define the scope of work to the Bidder for “Augmentation/ Supply, Installation, Implementation, Integration & Maintenance of CBS RISC Hardware for RRBs sponsored by Central Bank of India” as per the terms, conditions and specifications provided in this RFP.

This RFP contains details including scope of work, project timelines, evaluation process, terms and conditions as well as other relevant details which Bidder needs to factor while responding to this RFP. The objective of this RFP is to find a suitable Bidder, who can deliver the in scope solutions in alignment to the requirements stated herein, hereafter called as “Bank”, but also to have proven experience in the area of banking sector to respond to this RFP.

All the terms and conditions of this RFP are for both the RRBs sponsored by Central Bank of India; i.e. UBGB and UBKGB.

Note: This RFP should not be considered as a statement of intent for procurement, unless a purchase order or notification of award is published by Bank if any, as an end result of this RFP process.

Acronyms

CBI	Central Bank of India
RRB	Regional Rural Bank
RFP	Request for Proposal
DD	Demand Draft
EMD	Earnest Money Deposit
IB	Internet Banking
MB	Mobile Banking
PKI	Public Key Infrastructure
KYC	Know Your Customer
AML	Anti-Money Laundering
HRMS	Human Resource Management System
HMC	Hardware management Console
CBS	Core Banking Solution
API	Application Program Interface
TPS	Transactions per Second
DB	Database
OS	Operating System
ISO	International Organization for Standardization
OEM	Original Equipment Manufacturer
DC	Data Centre
DR/ DRC	Disaster Recovery Centre
NDR	Near DR
RPO	Recovery Point Objective
RTO	Recovery Time Objective
SI	System Integrator
SIT	System Integration Testing
UAT	User Acceptance Testing
AMC	Annual Maintenance Cost
ATS	Annual Technical Support
RISC	Reduced Instruction Set Computer
SRS	Software Requirements Specifications
FM	Facilities Management
BG	Bank Guarantee
PBG	Performance Bank Guarantee

GST	Goods & Service Tax
NDA	Non-Disclosure Agreement
TCO	Total Cost of Ownership
UBGB	Uttar Bihar Gramin Bank
UBKGB	Uttarbanga Kshetriya Gramin Bank
Sponsor Bank	Central Bank of India

1. Introduction

1.1 About the Bank

Uttar Bihar Gramin Bank, registered under the Regional Rural Act 1976 and having its Head office at Sharma Complex, Kalambagh Chowk, Muzaffarpur Bihar 842001, having 14 Regional Officers (ROs), 1032 Branches spread across 18 districts of North Bihar (hereafter called "Bank") At present, Central Bank of India is sponsoring two RRBs, viz: Uttar Bihar Gramin Bank (UBGB) with 1050 branches/Offices in Bihar and Uttar Banga Kshetriy Gramin Bank (UBKGB) with 146 Offices/branches in Bengal. (Branch Numbers are approximates).

Our Sponsor Bank "Central Bank of India" is providing technical assistance to its RRBs by way of coordinating directly with the CBS System Integrator (SI), from 2010 onwards. CBS SI is having their own staff setup at our office with resources for maintaining the CBS software. Also, Central Bank of India has provided the Data Centre and DRC exclusively for its RRBs along with its own DC/DRC.

In addition to Existing module of Debit Cards, RRBs also propose to provide services to its customers through alternate delivery channels such as Internet Banking, Mobile Banking, etc. All branches of the sponsored RRBs have been brought under Core Banking Solution to render efficient customer service. Central Bank of India RRBs have been playing an increasingly active role in promoting the key thrust areas of agriculture, small scale industries as also medium and large industries. Details of two Regional Rural Banks (RRBs) sponsored by Central Bank of India are as follows:

1. Uttar Banga Kshetriya Gramin Bank, West Bengal
2. Uttar Bihar Gramin Bank, Bihar

Bank has implemented Finacle Core Banking Solution in all its branches from M/s Infosys as OEM and M/s Wipro Limited as the System Integrator. Central Bank of India sponsored RRBs collectively have 1193 branches and other offices.

The Data Center (DC) of the Bank and RRBs and the CBS Project Management Office of the Bank & RRBs is located at CBD Belapur, Navi Mumbai with Disaster Recovery Site (DRS) at Hyderabad. CBI RRBs to setup NDR at Bank's NDR location.

1.2 Project Objective

The scope of work is described in detail in Section 3 – "Detailed Scope of Work" of this RFP document. Bank seeks comprehensive proposals from "Bidders" who have the capabilities to meet The Bank's requirements and have a serious interest in providing the required services. This RFP provides information on Bank and the scope of work, and instructions for the preparation and submission of the RFP Response by the Bidder to perform the scope of work.

The objectives of this Request for Proposal (RFP) are:

- **Scope Definition:** To present the eligible Bidders with understanding of Bank's requirements aiming for various Business Solutions.
- **Background Information:** Provide the background information on existing business applications, underpinning IT infrastructure and services provided to support the business functions and operations.
- **Proposal Request:** To invite detailed proposals from Bidders as per the objectives defined in this RFP and adhering to stipulated terms and conditions.
- **Bidder Selection:** To shortlist Bidders for comprehensive technical and commercial evaluations and award the contract to the selected Bidder, taking into consideration evaluation parameters defined in this RFP.

The Successful Bidder shall be the single point of contact for all products and services offered, as described in the scope of work, and will be fully responsible for the overall delivery, project

management and co-ordination with different stakeholders as specified in sections below.

The term of the Contract shall be for a period of 5 years from the date of signing of Contract

Schedule of Events

Bank invites sealed tenders for Technical and Commercial bid from suitable and experienced Bidders for XX as mentioned. Bidder refers to the bidder delivering products / services mentioned in this RFP.

Tender Reference	HO/IT/14/2021-22/119
Name of RFP	RFP for Augmentation / Supply, Installation, Implementation, Integration & Maintenance of hardware for both RRBs at DC/DR/NDR
Date of Issuance of RFP	12/07/2021
Cost of Tender Document	INR 35,000/- (Rupees Thirty Five Thousand only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy)
Earnest Money Deposit	INR 70,00,000 (INR Seventy Lakh only) (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy)
Availability of RFP document for downloading from the Bank's website	12/07/2021
Pre-Bid Queries submission Date	16/07/2021
Date, Time & Venue of Pre-Bid Meeting (Through VC)	20/07/2021
Last Date, Time and Place for receipt of tender offers	03/08/2021 at 3.30 PM
Date & Time of Bid Opening	03/08/2021 at 4.00 PM
Date & Time of Reverse Auction	To be notified later to the Eligible Bidders
Address of Communication	General Manager-IT Uttar Bihar Gramin Bank Head Office, Sharma Complex Kalambagh Chowk, Muzaffarpur-842001
Contact Name and Telephone Numbers	8102914214
Email id	smit@ubgb.in, smitho@rrbubgb.in
Support details of Online Portal facilitator	M/s e-Procurement Technologies Limited Technical Support Team 9081000427/ 9904406300/ 9510812960 / 9510812971 / 9374519729
Website	www.ubgb.in

Important Note: Considering the recent and ongoing catastrophic pandemic crisis; Bank at its discretion may extend the timeline, for the above list of events given in Section 1.2 and as well project timelines given section 4 of this RFP

The RFP response documents should be submitted at Head Office RRB UBGB.

- All responses received after the due date/time as mentioned above- Last Date of Submission of RFP Response (Closing Date) would be considered late and would be liable to be rejected. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for

any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.

- **Application Money** as mentioned above - **Cost of Tender Document** may be paid through RTGS (Real Time Gross Settlement) / NEFT favoring/ demand draft/ banker's cheque in favour of "**Uttar Bihar Gramin Bank**" and payable at **Muzaffarpur**, which is non-refundable, must be submitted separately along with RFP response. The Bank may, at its discretion, reject any vendor where application money has not been furnished with RFP response.
- **In order to participate in pre Bid meeting bidder has to submit cost of tender document to the BANK failing which bidder will not be able to participate in pre Bid meeting.**
- The details of the transaction viz. scanned copy of the receipt of making transaction is required to be uploaded on e-procurement website at the time of "final online bid submission".
- The RFP response without the accompanying amount towards Application Money / Bid Security are liable to be rejected
- **Bid Security / Earnest Money Deposit:** Vendors are required to submit bid Security Declaration as per format provided in Annexure 11.

Pre-Bid Meeting

- All queries / requests for clarification from Bidders must reach Bank by e-mail or in-person before 5.30 pm hours on 16th July 2021; queries/requests for clarification received post stipulated date and time would not be addressed by Bank
- Should the Bidder have any queries or require any clarification, Bidder should request the clarification from Bank in the format provided in "Annexure 5- Comments on Terms & Conditions" for Terms & Conditions related queries /clarifications and in "Annexure 15 – Pre-Bid Query" for technical or other non – Terms & Condition related queries / clarification. Clarification or queries, in any other format, will not be entertained.
- Bidders, who have purchased the RFP document, will only be eligible to attend pre-bid meeting on a scheduled date.
- Bank reserves the exclusive right to make any amendments / changes or to cancel any of the above actions or any other action related to this RFP
- Bidder is required to provide a detailed strategy to Bank; the activities mentioned above are indicative but the timelines for procurement and delivery should be maintained. Hence, if the Bidder has a quicker and effective solution, the same may be discussed and agreed with Bank
- Any modification to the RFP, which may become necessary as a result of the pre-bid meeting, shall be made by Bank exclusively through the issue of an addendum and will be published on Bank's website for information to all the prospective Bidders
- Non-attendance at the pre-bid meeting will not be the cause for disqualification of a Bidder. However, only Bidders who have purchased the tender document will be allowed to bid in the tendering process (Exempt for Micro and Small Enterprises, upon submission of valid certificate copy).

1.3 Existing IT-Setup

Currently, the Core Banking Solution is running on IBM RISC Hardware platform, that is, on IBM Power E850 Servers at Bank's DC and DRC.

2. Eligibility Criteria

Bidder needs to comply with the eligibility criterion mentioned below. Non-compliance with any of these criteria would result in outright rejection of bidder's proposal. Bidder is expected to provide proof for each of the points for eligibility evaluation criteria. Any credential detail not accompanied

by required relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a bidder can provide.

The decision of Bank pertaining to Eligibility Criteria evaluation would be final and binding on all the bidders. Bank may accept or reject an offer without assigning any reason whatsoever.

S.No.	Criteria	Supporting Documents	Compliance (Yes/No)
1	The Bidder should be a registered company in India, registered under the Companies Act 1956 /2013 or Government Organization/ Public Sector Undertaking / LLP/ Partnership firm/ Private Sector Enterprise or a Limited Company under India Laws or / and an autonomous Institution approved by Government of India	Certificate of Incorporation/ Partnership deed	
2	Bidder should have an annual turnover of at-least INR 100 crores in the last three financial years (i.e. 2017-18, 2018-19 and 2019-20)	<ul style="list-style-type: none"> • Copy of Audited Financial Statements for the last three financial years (i.e. 2017-18, 2018-19 and 2019-20). 	
3	The bidder should have a positive net worth in two out of last three financial (i.e. 2017-18, 2018-19 and 2019-20).	<ul style="list-style-type: none"> • Certificate from the company's auditors specifying the net worth for the last three financial years (i.e. 2017-18, 2018-19 and 2019-20). Please note that the CA certificate should be without any riders / qualifications. 	
4	The bidder should be a net-profit-making company in two out of last three financial years (i.e. 2017-18, 2018-19 and 2019-20). (Profits of only individual entity would be considered for evaluation)	<ul style="list-style-type: none"> • Copy of Audited Financial Statements for the last three financial years (i.e. 2017-18, 2018-19 and 2019-20). 	
5	Bidder should be an authorized partner of IBM Products	Relevant letter from OEM	
6	Bidder should have Manufacturers' Authorization and a direct back-to-back support agreement with the OEM for the proposed hardware and software components mentioned in the RFP support agreement should include post-	OEMs Letter - MAF as per Annexure 6 - Manufacturer Authorization Form	

S.No.	Criteria	Supporting Documents	Compliance (Yes/ No)
	sales support, technical assistance support, spares support etc.		
7	The bidder should have a support agreement with the proposed hardware OEM's. The support agreement should include post-sales support, technical assistance support, spares support.	Letter from the hardware OEM's clearly specifying that the bidder has a support agreement and that the support agreement includes post-sales support, technical assistance support, spares support.	
8	Bidder should have its own Support center in Mumbai/ Navi Mumbai & Hyderabad for onsite, Telephonic and Remote Assistance Services	An undertaking with address and details of the Support Center including the number of people at each location for support.	
9	At the time of bidding, the Bidder/OEM should not have been blacklisted/ debarred/ by any Government department /PSU /PSE/ or banks for any reason or non-implementation/ delivery of the order.	Self-declaration by the Authorized Signatory	
10	Bidder should not have filed for bankruptcy in any country including India	Self-declaration by the Authorized Signatory	
11	Bidder must not be a NPA holder in any Bank/Financial Institution.	Self-declaration by the Authorized Signatory	
12	At the time of bidding the Bidder should not have any pending litigation against the Bank before any Court of Law.	Self-declaration by the Authorized Signatory	
13	The bidder should be in the business of server supply/ IT related services in India for the last 5 years	<ul style="list-style-type: none"> • Self-undertaking from the bidder to ascertain bidder's presence in server business for the given period 	
14	The bidder should have supplied, implemented and provided/providing maintenance services for proposed series of IBM servers or its previous series in at-least one public sector bank/ scheduled commercial bank/ Public Sector Enterprise with minimum order of INR 10 cr of product & services.	<ul style="list-style-type: none"> • Relevant credential letter for the stipulated criteria from the Bank Or • Purchase Order(s)/ Contract copy along with completion certificate from the Enterprise. 	
15	Bidder should be a valid ISO 9001 or latest ISO standard certification holder company	<ul style="list-style-type: none"> • Relevant credential letter for the stipulated criteria from the Bank 	

S.No.	Criteria	Supporting Documents	Compliance (Yes/ No)
16	Proposed Tape library series (or its previous version) should be implemented in at-least one public sector bank/scheduled commercial bank/Public Sector Enterprise in India	<ul style="list-style-type: none"> • Relevant credential letter for the stipulated criteria from the Bank Or • Purchase Order(s)/ Contract copy along with completion certificate from the Enterprise. 	
17	OEM's Server Load balancer should have been implemented with Finacle 10.x	<ul style="list-style-type: none"> • Relevant credential letter for the stipulated criteria from the Bank Or • Purchase Order(s)/ contract copy along with completion certificate from the Enterprise. 	
18	Land Border Clause	If the bidder is from a country which shares a land border with India, the bidder should be registered with the Competent Authority. Certified copy of the registration certificate(as per point 5.80)	
19	MSME Clause	In accordance with Government of India guidelines, Micro and Small Enterprises are eligible to get tender documents free of cost and also exempted from payment of earnest money deposit upon submission of valid MSME certificate copy.	

Note:

- Attested photocopies of all relevant documents / certificates should be submitted as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. The Bank reserves the right to verify /evaluate the claims made by The Bidder independently. Any decision of The Bank in this regard shall be final, conclusive and binding upon the Bidder.
- Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same solution.
- In case of business transfer where bidder has acquired a Business from an entity ("Seller"), work experience credentials of the Seller in relation to the acquired Business may be considered.
- In-case of corporate restructuring the earlier entity's incorporation certificate, financial statements, Credentials, etc. may be considered.
- Proposed solution need not be the proposed version of the solution

3. Detailed Scope of Work

3.1 General

- Bank envisages augmentation/refresh, installation and implementation of its existing IBM Power Series Server platform, along with procurement of Tape Library and Structured Cabling to be deployed at Bank’s DC, DRC and NDR. The Bidder is required to maintain the in-scope components for the period of contract
- Bank’s Data Centre (DC) and NDR is located in Mumbai and Disaster Recovery Centre (DRC) is in Hyderabad
- Procurement of the in-scope server hardware and application software and other in-scope components would be at Bank’s discretion. Bank may not procure all the items mentioned in the RFP.
- The Bidder is required to install & configure separate environment for the Production Environment (DC & DRC) and for the other stated environments, the bidder may consider deploying a virtualized/physically separate solution.
 - Production (DC and DRC)
 - UAT & Development (DC Only)
 - Training (DC Only)
 - MIS and Reporting server (DC and DR only)

The Physical / Virtualization configuration details will be shared with the successful bidders by CBS System Integrator.
- Bidder is required to provide details of each individual proposed server hardware, System software and other in-scope components along with its associated hardware & software and any other component/service necessary for installation and implementation, as mentioned in Appendix 1– Commercial Bill of Material
- All necessary Racks, Power strips (PDUs), Power cables, Network cables, Fiber cables and any other components required for successful implementation of the solution are to be supplied and commissioned by the successful Bidder.
- Bidder is, also, required to carry out activities given in the following table:

#	Activity	Remarks
1	Physical delivery of Power Series Server hardware (along with OS), HMC, Management server with OS, Tape Library, Cisco Ethernet Switch SFP Modules including Structured Cabling components, IBM WAS Software and its related software licenses at DC, NDR and DRC, as per Appendix 1- Commercial Bill of Material	Bidder has to supply and deliver IBM power series hardware (along with OS), HMC, Management Server with OS, Tape Library, Cisco Ethernet Switch SFP Modules including structured cabling components, IBM WAS Software and its related software licenses at DC and DRC, as per Appendix 1- Commercial Bill of Material, at Bank’s site
2	End-to-end installation and implementation of Power Series server hardware, HMC, Management Server with OS load balancer, Tape Library, Ethernet Switch SFP Modules including Structured Cabling and its related software licenses, at DC, NDR and DRC as per Appendix 1 Bill of material	Bidder is required to do end-to-end installation, implementation, configuration, integration with existing Network Architecture of CBI RRB and migration support in order achieve seamless migration on new RISC hardware, HMC, Management Server with OS, including Tape Library, Ethernet Switch SFP Modules, Structured Cabling and associated software Licenses. Bidder

#	Activity	Remarks
		<p>is required to unpack, assemble, mount and boot the equipment, install necessary service packs, patches and fixes, set up and configure the equipment. Compatibility issues of sub-systems with OS, respective drivers, firmware, any other components are to be installed, if required, are to be resolved by Bidder. Successful Bidder is required co-ordinate with existing CBS System Integrator for LPAR and other configuration details for the installation, implementation and configuration of Servers at DC, NDR & DRC</p> <p>Post end-to-end installation and implementation of equipment by Bidder, Bank and its existing System Integrator will conduct acceptance test to verify installation's compliance with the configuration and relevant setting provided by Bank and its existing System Integrator.</p>
3	Provide comprehensive on-site warranty and AMC/ATS support for the tenure of contract	<p>Bidder will be responsible to provide comprehensive on-site warranty and back-to-back support from the OEM to meet the Service Levels defined in this RFP till currency of the Contract.</p> <p>Warranty of hardware and software will start from the date of commissioning and acceptance by Bank. AMC/ATS will start from the date of expiry of warranty period.</p>
4	Oracle Database Installation	<p>Bidder is required to install the Oracle DB on IBM RISC hardware Server platform. Bidder is also required to install Oracle RAC at DC and DRC. Successful Bidder has to co-ordinate with CBS SI for the Installation and Configuration details for Oracle DB as well as Oracle RAC. Bidder is required to co-ordinated with the CBS SI for implementation of ODG replication between DC and DRC.</p>
5	Benchmarking of CBS Hardware	<p>Bidder is required to do the CBS Hardware Benchmarking along with CBS SI and Hardware OEM at Bank's DRC-</p>

- For in-scope hardware and associated software as mentioned in this RFP document and in Appendix 1 – Commercial Bill of Material, Bidder should not quote components going end-of-sale within 24 months of its date of delivery.

- Bidder should ensure that proposed hardware and software components should not or end-of-support within 7 years of date of delivery of the device/s, the same responsibility shall so survive even after termination or expiry of the contract.
- For its DC, NDR and DR, CBI RRB envisages procurement and implementation of both LAN and SAN structured cabling.
- Bidder is required to supply, install, implement, commission and provide comprehensive on-site warranty/AMC/ATS of all the in-scope server hardware and associated software based on the Bill of Materials shared by Bank. The delivery plan must be synchronized with the project delivery timelines of Bank. (Refer section 4 of this document for Project Delivery timelines)
- Bank expects to protect the investment already made on the existing server equipment and thus, expects the successful Bidder to buy-back certain components mentioned as Buy-back items in Appendix 1– Commercial Bill of Material, Bidder is required to provide compliance and detail out the buyback price in its commercial offer. Hardware to be taken back post the successful migration to the new hardware. The hard disk must be degaussed, before taking out from the Bank's premises.
- Bidder is required to provide resources, which may be required for successful completion of the entire assignment within the quoted cost to Bank.
- Bidder is required to provide resources, which may be required for successful completion of the entire assignment within the quoted cost to CBI RRB.
- Any coordination with the OEM for support should be carried out by the bidder engineer only
- All in-scope hardware should be provided with 3 years of comprehensive on-site warranty which will start from the date of installation, commissioning and acceptance by Bank; post Warranty, 2 years of AMC thereafter. All in-scope software should be provided with 1 years of comprehensive on-site warranty which will start from the date of installation, commissioning and acceptance by Bank. Post warranty period completion, Bidder should provide AMC of hardware for 2 years; and for software, ATS for 4 years. Bidder is required to co-ordinate with Bank's existing System Integrator for Facilities Management Services throughout the contract tenure.
- The successful bidder should submit the architecture design, detailed project plan, configuration, implementation, User Acceptance Testing (UAT) and rollback plan along with the documentation on detailed solution architecture diagram, high-level and low-level design as industry best practices and approved by OEM.
- Provide updates, upgrades/new version for the software components during the warranty and maintenance period and installation of the same in co-ordination with Bank existing System integrator.
- All the equipment (hardware, software) supplied as part of solution should be IPV4 as well as IPV6 compliant from day one and should support all the protocols.
- During warranty period, Bank May, shift the equipment to other location(s) within the Country. The bidder needs to ensure that the OEMs and bidders' warranty and support is valid across India. Further, bidder should undertake to continue to provide warranty and support for the supplied inventory at the new location at no additional cost to Bank. Bidder will be informed about old and new location details as and when Bank decides to shift the hardware due to operational requirements. Bidder will deploy resource(s) for decommissioning of respective equipment at old location and Commissioning of equipment at new location at no additional cost. For such shifting, the charges towards packing, physical shifting and insurance would be borne by Bank.
- The bidder should also provide support for un-mounting and mounting of hardware and other components supplied from the rack in the event of reallocation of racks or changes made at site based on company requirements.

- Bidder willing to participate in this RFP shall submit duly stamped Integrity Pact on a stamp paper of INR 1000, as per Annexure 8 attached with this RFP. Integrity pact shall be submitted by all the prospective Bidders at the time of Bid submission or as per Bank's satisfaction. Non – submission of Integrity Pact as per time scheduled prescribed by Bank may be relevant ground for Bidder's disqualification to participate in the Bid process. Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

Mr. Trivikram Nath Tiwari[mail: trivikramnt@yahoo.co.in]

- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings

3.2 IBM Servers at DC, NDR and DRC

Bank has currently deployed Power Series IBM RISC servers at DC and DRC, for CBS solution. Bank envisages augment / refresh of Power Series Server hardware; HMC, Management Server (including OS) including Tape Library, IBM WAS Software, SFP Modules for existing Ethernet Switch along with Structured cabling. Refer to Appendix 1– Commercial Bill of Material for hardware & associated software details and compliance requirements. Bidder is required to supply, install, implement, commission and provide comprehensive onsite warranty & AMC/ATS during the period of contract, for the proposed IBM power servers and Structured Cabling to be hosted at all location DC, NDR and DRC.

For any new procurement of Hardware, should carry 3 Years comprehensive onsite Warranty, however the warranty shall start from the date of the acceptance by the Bank; thereafter AMC of 2 Years. For any new procurement of software, will carry comprehensive warranty of 1 years, which will start from the date of commissioning and acceptance by Bank and ATS of 4 years thereafter.

3.3 Structured Cabling at DC and DR

For its existing and future business needs, Bank envisages procurement of structured (passive) cabling for both LAN and SAN. Refer to Appendix 2 – Minimum Technical Specification for Structured Cabling requirements for both LAN and SAN. Bidder is required to supply, install, implement, integrate and provide AMC/ATS for proposed structured cabling for the contract period. For installation and implementation of structured cabling, bidder has to liaison with Bank's existing System Integrator. Also, bidder is required to provide 15 years' certifications for both SAN and LAN cabling.

3.4 Load Balancer DC and DR

As per the new architecture of the Finacle 10x bank is intended to put load balancer at web and app layer

- Load balancer should be a physical box and not any kind of rapper of software installed on any web or application server
- Load Balancer should support all the algorithms like Round Robin, Weighted Round Robin, Least Requests, Session Persistence
- Load balancer propose by the bidder must compliance with the technical specification mentioned in the Appendix 2.
- Load balancer should be capable of handling concurrent traffic request of 7,000 users
- Bidder has to supply, install, commission, implement and maintain the devices and the license procure till the end of the contract period.
- All the commercial needs to be factored in the Bill of material for contract duration.

- It should not be a single point of failure at any point of time and bidder need to factor load balancers for DC
- Prepare detailed implementation plan with installation/implementation documents (with all screenshots).

3.5 Tape Library at DC and DR

Bank envisages procurement of Tape Library solution to be hosted in DC and DR. Refer Appendix 1 for Bill of material and Appendix 2 for Technical Specifications.

Bidder is required to supply, install, implement, integration of tape library with existing backup solution and provide onsite Comprehensive warranty and AMC/ATS for proposed tape library for the period of contract.

Prepare detailed implementation plan with installation/implementation documents (with all screenshots).

3.6 OEM Scope

For being committed to the success of the project and take ownership during the actual implementation, it is the responsibility of the bidder to ensure requisite support from the OEM for various aspects of project including configuration, performance tuning, implementation support, setting up of production and Nonproduction environment. The Bidder shall assess the requirement of services from OEM(s) for all the supplied Hardware and Software, and provision for requisite support as part of Appendix 1- Commercial Bid Format.

Bidder must provision for qualified personnel to ensure highest standards during implementation phase.

OEM's involvement for onsite implementation effort being proposed by the bidder during the implementation should be 10% of the overall effort of respective components. During implementation OEM involvement should be spanning across all phases of implementation including Project Preparation, Solution Design Phase (Including Review/design of all the Documents, HLDs/LLDs/Blueprints and other Solution documents), Migration (if applicable, Configuration and Customization, Integration, Acceptance and Training).

Bidder should factor 10 Man-days OEM efforts yearly for performance review of in-scope components. Performance management reports to share with the bank as per the periodicity mentioned in the RFP or on mutually agreed periodicity for reports wherein periodicity is not mentioned in the RFP.

3.7 DC Requirement

CBI RRBs DC IT Infrastructure requirement is detailed below:

- IBM RISC based server as per the BOQ mentioned in Bill of Material for Finacle 10.x CBS application
- Tape library at DC environment as per BOQ mentioned in Appendix-1 Commercial Bill of Material
- IBM WAS as per BOQ mentioned in Bill of Material
- SFP Modules for existing Cisco Ethernet Switches, as per BOQ given in Bill of Material
- Rack and Structure cabling as per the requirement given in BOQ mentioned in Bill of Material

3.8 DR Requirement

CBI RRBs DR IT Infrastructure requirement is detailed below:

- IBM RISC based server as per the BOQ mentioned in Bill of Material for Finacle 10.x CBS application

- Tape library at DC environment as per BOQ mentioned in Appendix-1 Commercial Bill of Material
- IBM WAS as per BOQ mentioned in Bill of Material
- SFP Modules for existing Cisco Ethernet Switches, as per BOQ given in Bill of Material
- Rack and Structure cabling as per the requirement given in BOQ mentioned in Bill of Material

3.9 NDR Requirement

CBI RRBs NDR IT Infrastructure requirement is detailed below

- IBM RISC based server as per the BOQ mentioned in Bill of Material for Finacle10.x CBS application
- All licenses as per the sizing and hardware provided by the bidder

3.10 Installation and Configuration

Bidder/OEM would be responsible for end-to-end installation, implementation and configuration of RISC server hardware, Tape library, SFP Modules on existing Ethernet Switches and its related software including IBM WAS software and Structured Cabling components at DC and DR.

Bidder is required to adhere to the scope of work mentioned below:

1. The bidder to coordinate with the respective SPOC at Data Centre (DC/DR/Near Site) in respect of all the assignments relating to this RFP.
2. The bidder shall be responsible for installation and commissioning and other related activities such as unpacking, uncarting, inspection etc.
3. During the installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered / not as per the specification / are damaged etc., the bidders' representative/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Bidder shall have to arrange for all testing equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank.
4. In case damage of the property owned / leased by the Bank during hardware delivery and installation which is attributable to the bidder, bidder has to replace the damaged property at his own cost.
5. The bidder shall ensure compatibility of the hardware, software and other equipment that they supply with the hardware and software systems being used in the Bank.
6. The bidder shall adhere to the service level specified in the RFP for the maintenance of equipment and software supplied by the bidder.
7. Bidder shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt ~~from the interior and exterior~~ of the Equipment and necessary repairing of the Equipment) at specified intervals as may be necessary from time to time to ensure that the equipment is in efficient running condition so as to ensure trouble free functioning.
8. Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
9. The Bank shall maintain a register at its site in which, the Bank's operator/ supervisor shall record each event of failure and/or malfunction of the equipment. The bidder's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the bidder's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
10. The bidder shall provide replacement equipment, if any equipment is required to be taken out of the premises for repairs.

11. Provide Knowledge Transfer to bank existing system Integrator throughout which includes a detailed overview on the implementation and configuration parameters and features and functionality of Bank's Systems.
12. Implementation and configuration of the Tape library and integration with existing Back up environment.
13. Validation of restoration of backup data in terms of data adequacy, backup time window and restoration time window.
14. Detailed scope for installation and configuration of server, Load balancer, SAN Switch hardware and related software would include:
 - **RISC Server**
 - Racking, Stacking, Cabling, Installation and Configuration of hardware
 - Creation and Configuration of LAN, SAN
 - Installation and configuration of UNIX and other features like Power VM, GPFS and Power HA as per Bill of Material
 - Low Level Designing of Servers
 - PowerVC Deployment
 - LPAR creation as per the LLD
 - OS deployment as Per LLD
 - PowerSC Deployment
 - Tape Library deployment
 - PowerHA Cluster creation for required instances
 - Cabling & Labelling
 - Power On
 - Firmware Upgrade
 - OS Installation & basic configuration
 - Install OS cluster
 - Patching for OS & cluster and Hardening
 - Documentation and Handover
 - **Tape Library Installation Scope**
 - Cabling & Labelling
 - Power On
 - Installation & Configuration
 - Integration with existing backup environment
 - **LAN Cabling Scope**
 - Install LIU/Jack Panel in designated racks.
 - Laying of Copper/Optic Fiber cable
 - Termination of cables
 - Tagging of Cables
 - Any other components that is part of structured cabling
 - **Middleware**
 - Installation of middleware software on designated servers.
 - **Database Scope**
 - Coordinate with application vendor/existing System integrator for Database installation, configuration/parameters requirement
 - Oracle Database binary installation and Database instance creation on designated servers

- Oracle Database software shall be provided by the Bank
 - Oracle RAC installation, configuration and fine tuning for Finacle version 10.x. The configuration shall be shared by the CBS SI. However, the successful bidder has to co-ordinate with CBS SI for RAC configuration details.
15. Bidder is required to co-ordinate with Bank System Integrator for following activities:
- File system restoration
 - Soft links details of /dev/rdisk for database's various files
 - Permission details for above files
 - LUN mapping from existing storage to new set-up
 - Database restoration
 - File System restoration
16. The bidder should buy-back existing components, mentioned in buy-back list and factor the same in Appendix 1 – Commercial Bill of Material, on “as is where is” basis and purchase price of these items once accepted by bank cannot be withdrawn by the bidder.
17. It should be the bidder’s responsibility to collect the buyback items, from bank’s offices/DC and DRC location and bank will not provide any transportation expenses towards this.
18. It would be the bidder’s responsibility to ensure safe disposal of e-waste as per Hazardous Waste (management and handling) Rules 1989 and 2008, without imposing any liability to bank, comprising discarded Hardware/ electrical/ electronic equipment/components taken under buyback
19. The bidder is required to co-ordinate with bank’s existing System Integrator/application Vendor for implementation of OS on server hardware at DC, NDR and DR
20. The bidder is required to co-ordinate with Bank’s existing System Integrator for database creation on new server hardware at DC, NDR and DR
21. The bidder should analyze the change request and recommend the change during implementation period with the feasibility of change and impact of change. If the request necessitates changes in more than one device, Plan of Action (POA) to be prepared and submitted to bank for approval.
22. Bidder is required to submit a report/certificate from OEM confirming that the installation is in-line with RFP requirements, bank’s baseline security policy and OEM's standard installation practices.
23. OEM’s involvement for onsite implementation effort being proposed by the bidder during the implementation should be 10% of the overall effort of respective components. During implementation OEM involvement should be spanning across all phases of implementation including Project Preparation, Solution Design Phase (Including Review/design of all the Documents, HLDs/LLDs/ Blueprints and other Solution documents), Migration (if applicable, Configuration and Customization, Integration, Acceptance and Training).

3.11 Benchmarking

Technical inspection and performance evaluation - Bank may choose to carry out a technical inspection/audit and performance evaluation of products offered by the Bidders. The Bidder should support and cooperate with the Bank or any person/persons appointed by Bank to observe the technical and performance evaluation / benchmarks carried out by the Bidder

Performance Benchmarking by System Integrator

- It is mandatory for the Bidder to perform the benchmark for the purpose of this project, incorporating the proposed technology architecture for the **Finacle Core Banking Solution**. The Bidder will have to do a benchmark on the hardware Sizing and type of hardware proposed for **Finacle Core Banking Solution** Benchmark needs to be validated & reported by reputed independent third party who has the experience of reporting performance benchmark.

- The Bidder will have to perform a product benchmark at the Bank DR premises for 5 years sizing. The objective of this exercise is to demonstrate that the proposed hardware sizing meets the terminal year sizing and provides the required service levels in terms of number of the necessary transactions, user concurrency, where all the debit and credit legs of the transaction would be considered as a single transaction, along with the necessary number of concurrent transactions, total number of transactions in a 4 hour window, number of accounts, time taken for End of Day, batch processing and meet the required response time as expected by the Bank. This benchmark should be carried out on the proposed hardware with the proposed version of the operating system, proposed version of the database system / middleware and the proposed version of the application system. The benchmarking exercise should be successfully completed Before Go-live.
- Any expenses (performing the benchmark, travel, stay, etc.) incurred for the same would be borne by Bidder and under no circumstances the same would be reimbursed to the Bidder by the Bank. The Bidder is expected to factor the all expenses linked to the benchmarking in the Bill of Materials.
- The Bidder shall ensure that the solution provided and sized by the Bidders is capable of meeting Bank's current and terminal year transaction and business volumes. Empirical evidence of the appropriateness of the server sizing by means of comparison with independently assessed benchmarked data on a similar environment as proposed to Bank will be mandatory. The Bidder has to provide all necessary supporting to Bank to prove that the Solution sizing is appropriate.
- Bidder has to be study the load compute wise and during performance load testing bidders needs to generate same load according to the projection provided by Bank to certify the hardware.
- All the benchmarking activities has to be done keeping in consideration of all type of customization of the Bank.
- During Benchmarking, the load generated by the bidder has to be in accordance with the transaction mix and the proposed setup of the Bank. The sign off should be taken from the Bank.

4. Project Timelines

The Bidder shall be responsible for the overall installation and maintenance of hardware under this RFP and also must agree to the time duration specified. If the BIDDER fails to do so within the stipulated time schedule or by the date extended by the Bank, it will be a breach of contract. In such a case, Bank would be entitled to charge a penalty as specified in this RFP.

The time period required for the completion of activities is mentioned below:

S.No.	Activity	Duration
1	Supply and delivery of Power Series Server hardware, Tape Library, SFP Modules on Existing Ethernet Switches and related software including IBM WAS Software; Management Server and structured cabling at DC, DRC and NDR, etc., as per the Appendix 1_Bill of Material	UAT, Test & Development and Training Environment to be delivered within 6-8 weeks of date of acceptance of the Purchase Order (PO) by the successful Bidder And Production environment to be delivered in the month of Jan 2022
2	Installation, implementation and commissioning of Power Series Server hardware and related software; end to end structured cabling at DC, DRC and NDR, etc., as per the Appendix 1_Bill of Material	Within 4 weeks of date of delivery
3	Installation of Oracle Database	Within 2 weeks of installation of Hardware
4	CBS Hardware Benchmarking	Within 2 months of the installation of production Hardware at DRC

Escalation Matrix

The bank as well as the Bidder will decide an escalation matrix to resolve any issues that may crop up during project period. Both the bank and the system integrator shall inform the names of the persons, designation, Email ids and their telephone numbers for the escalation matrix to be effective.

5. Terms & Conditions

5.1 General

Bank invites the Bidder's attention to the following terms and conditions which underlines this RFP and which provide a statement of understanding between the interested parties.

Bank expects the Bidder to adhere to the terms of this RFP and would not accept any deviations to the same. If the Bidder has genuine issues only then should it may provide the nature of non-compliance to the same in the format provided. Bank reserves its right to not accept such deviations to the tender terms.

Bank expects that the Bidder appointed under the tender shall have the single point responsibility for fulfilling all obligations and providing complete delivery and support of equipment required for the project implementation.

Unless agreed to specifically by Bank in writing for any changes to the RFP issued, the Bidder's response would not be incorporated automatically in the RFP.

In case of conflict between clause in RFP and SLA the terms and conditions of RFP read with replies, to pre-bid queries, if any, will prevail.

5.2 Date of Submission

The proposal should be submitted on or before date and time mentioned above. The proposals received/uploaded later than the above scheduled date and time will not be accepted. The email addresses and phone/fax numbers of the bidder should also be indicated. The details in both the Bids should be exactly as stipulated.

5.3 It is not an Offer

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

5.4 Rules for corresponding to this RFP

- Last date for submission of the response to the RFP would be as mentioned in this document
- All responses should be in English language. All responses by the Bidder to this RFP shall be binding on such Bidder for a period of 180 days after the opening of the technical offer
- All responses including technical bids would be deemed irrevocable offers/proposals from the Bidder and if accepted by Bank form part of the final contract between Bank and the selected Bidder. Bidder is requested to attach a letter from an authorized signatory attesting the veracity of information provided in the responses. Unsigned responses would be treated as incomplete and are liable to be rejected.
- Any technical offer submitted cannot be withdrawn / modified after the last date & time of submission of the bids, unless, specifically permitted by Bank.
- The Bidder may modify or withdraw its offer after submission, provided that Bank prior to the closing date and time, receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Bidder subsequent to the closing date and time for submission of the offers.
- Bidder is required to quote for all the components mentioned in the Scope of Work in this document. In case, Bidder does not quote for any of the components, the response would be deemed to include the quote for such unquoted components. It is mandatory to submit the compliance details in the formats in Appendix 1– Commercial Bill of Material provided along with

this document duly filled in, along with the Technical offer. Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

- In the event Bidder has not quoted for any mandatory items, as required by Bank, and forming a part of the RFP circulated to the Bidder and responded to by the Bidder, the same will be deemed to be provided by the Bidder at no extra cost to Bank.
- Bank ascertains and concludes that everything, as mentioned in the RFP circulated to the Bidder and responded by the Bidder, has been quoted for by the Bidder, and there will be no extra cost associated with the same, in case, the Bidder has not quoted for any items or service that is required under this RFP.
- All out of pocket expenses, travelling, boarding and lodging expenses, for the entire life of the contract, should be a part of the commercial bid to be submitted in response to the Technical Bid. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on Bank for the same.
- The Selected Bidder cannot excuse themselves from any claims by Bank, whatsoever, for their deviations in confirming to the terms and conditions, payments schedules, period for supply, installation, implementation, integration and maintenance of server hardware and application software as mentioned in the RFP circulated by Bank. Bidder shall be fully responsible for deviations to the terms & conditions, project schedule etc. as proposed in this RFP.

5.5 Proposal Process Management

Bank reserves the right to accept or reject any and all proposals, to revise the RFP, to request one or more resubmissions or clarifications from one or more Bidders, or to cancel the process in part or whole. No Bidder is obligated to respond to or to continue to respond to the RFP. Additionally, Bank reserves the right to alter the requirements, in part or whole, during the RFP process, and without reissuing the RFP. Bank has every right to award the contract even if only one bidder is eligible after technical evaluation.

5.6 Date of Bid Expiration

Proposals must be valid for 180 days from the date of bid submission. Responses must clearly state the validity of the bid and its explicit expiration date.

5.7 Bidder Indication of Authorization to Bid

Responses submitted by a Bidder to this RFP (including response to functional and technical requirements) represent a firm offer to contract on the terms and conditions described in the RFP. The proposal must be signed by an official authorized to sign on behalf of Bidder Firm/Company. Bidder must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official and submit the copy of power of attorney / authority letter authorizing the signatory to sign the bid.

5.8 RFP Ownership

The RFP and all supporting documentation/templates are the sole property of the Bank and should NOT be redistributed, either in full or in part thereof, without the prior written consent of Bank. Violation of this would be a breach of trust and may, inter alia cause the Bidder to be irrevocably disqualified. The aforementioned material must be returned to Bank when submitting the Bidder proposal, or upon request.

5.9 Proposal Ownership

The proposal and all supporting documentation submitted by the Bidder shall become the property of the Bank.

5.10 Bid Pricing Information

By submitting a signed bid, the Bidder certifies that:

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

5.11 Bidder Status

Each Bidder must indicate whether or not they have any actual or potential conflict of interest related to contracting services with the Bank.

5.12 Non-Disclosure Agreement

The successful bidder will have to sign a Non-Disclosure Agreement (NDA) with the Bank as per the format enclosed in Annexure 13- Non-Disclosure Agreement

5.13 Clarifications and Amendments of RFP Document

RFP Clarifications

During Technical Evaluation of the proposals Bank may, at its discretion, ask bidders for clarifications on their proposal. The bidders are required to respond within the prescribed time frame.

Amendments in RFP

At any time prior to deadline for submission of proposal, Bank may for any reason, modify the terms of RFP. The prospective bidders having received the RFP shall be notified of the amendments through website and/or newspapers and such amendments shall be binding on them.

5.14 Pre-Bid Meeting

For clarification of doubts of the bidders related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as mentioned in the schedule above.

For any clarification with respect to this RFP, the bidder may send their queries and proof of remittance of document cost or exception certificate for MSME by email to the Bank. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to designated e-mail ID within stipulated time as mentioned.

The pre bid Con call number or link shall be shared only with the bidders who had remitted the document cost and submitted the proof of remittance for document cost.

5.15 Prices

- The prices shall be quoted in Indian Rupees (INR) only (without decimal places) and shall not have any effect from variations / fluctuations of any other currency.
- The price charged by the bidder for the services performed to fulfil the scope of this RFP shall not vary from the contracted prices and shall remain valid for the contract period.
- The Contract price shall be the only payment, payable by the Bank to the bidder for completion of the contractual obligations by the bidder under the Contract, subject to the terms of payment specified in the Contract.
- The prices, once offered, must remain firm and must not be subject to escalation for any reason within the period of validity.
- The bank shall have the right to withhold any payment due to the successful bidder, in case of delays or defaults on the part of the successful bidder. Such withholding of payment shall not amount to a default on the part of the bank.

5.16 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of Bank, affiliates, and/or business partners. Disclosure of receipt of any part of the afore mentioned

information to parties, not directly involved in providing the services requested, could result in the disqualification of the Bidder, premature termination of the contract, or legal action against the Bidder for breach of trust.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent from Bank. Reproduction of this RFP, without prior written consent of Bank, by photographic, electronic, or other means is strictly prohibited.

The Vendor shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the VENDOR, its affiliates, partners, directors, associates who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above and for its internal quality performance review processes. The VENDOR may disclose Confidential Information to consultants, professional indemnity insurers, advisors such consultant, professional indemnity insurers, advisors shall be bound with similar confidentiality terms and conditions that are no less restrictive than these. The VENDOR shall take appropriate measures by instruction and similar confidentiality written agreement prior to disclosure to such employees, affiliates, partners, directors, associates to make certain against unauthorized use or disclosure. The Bidder agrees to notify the BANK immediately if it learns of any use or disclosure of the BANK's Confidential Information in violation of the terms of this RFP. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this RFP by the Bidder and the Bidder shall be accordingly liable therefore and indemnify to the BANK.

Provided that the Bidder may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Bidder shall, unless prohibited by law or regulation, promptly notify the BANK of such order and afford the BANK the opportunity to seek appropriate protective order relating to such disclosure. The service provider shall execute the Non-disclosure Agreement as per the format/Annexure 13 with RFP or shared by Bank.

5.17 Bid Security

Govt. of India guideline vide Circular dated F.9/4/2020- PPD dated 12th November 2020, states:

“it is reiterated that notwithstanding anything contained in Rule 171 of GFRs 2017 or any other Rule or any provision contained in the Procurement Manuals, no provisions regarding Bid Security should be kept in the Bid Documents in future and only provision for Bid Security Declaration should be kept in the Bid Documents.”

Hence, in conformance to the above, Bidders are to submit Bid Security Declaration as per format provided in Annexure 11.

5.18 Ownership and Grant of Licenses, Patent Rights/ Intellectual Property Rights

A) Ownership, and grant of licenses

1. The Vendor shall procure and provide a non-exclusive, non-transferable, perpetual and irrevocable license to the Bank for all the Software to be provided as a part of the Project. The Software can be used at anywhere in the Bank without restriction, but subject to the term and conditions of this RFP and the Software shall be assignable/transferable to any successor entity of the Bank, Provided however, that with respect to the enterprise wide licenses to be utilized for the CBS (Core banking Solution), in addition to the rights of Bank's contained in this Clause and the rights contained elsewhere in this RFP/ Agreement, the following shall be applicable:

- a) Such license shall be transferable/ assignable to any entity formed through the inter-se merger of the bank at no additional cost to the Bank subject to applicable law;
- b) Such licenses shall be expandable to all the (current and future) Branches of the Bank at no

additional cost to the Bank.

- c) Such licenses shall be transferable/assignable/applicable to all the banks acquired by the Bank at no additional cost to the Bank provided that such banks continue to be sponsored by the Bank.
- d) Such licenses shall be transferable/assignable/applicable to the resultant entity in the event of the merger of the Bank, provided however that the resultant entity shall be entitled to utilize such licenses only for such number of Branches as it stood on the date of such amalgamation/ restructuring is completed and taken effect.

Notwithstanding the above, it is hereby agreed that any use of the Software under this RFP/Agreement, by a service provider of the Bank would be considered as the permitted use under this RFP/Agreement.

However, such service provider will not possess any licensing or sub licensing rights of the Software and shall only have the right of permitted and limited use of the Software to provide services to Bank.

2-The license granted in terms of above mentioned shall specifically include right:

(a) To Use:

- (i) To use the executable code version of the Software and all Enhancements, Updates and new versions made available from time to time to bank without any additional cost.
- (ii) To use the Program Documentation for purposes of installing or operating the Programs and supporting the use of the Software by the Bank;
- (iii) To use the technical Training Materials for purposes of supporting users.

(b) To Copy:

- (i) To copy the Software that operates on server systems to support the users of the Bank
- (ii) To make additional copies of the Program Material for archival, emergency back-up, testing, or disaster recovery purposes; and
- (iii) To copy the Program Documentation to support its users.

(c) To work as interface:

- (i) To work with other application software packages at the Bank as interface;
- (ii) To allow other application software packages at the Bank to work as interfaces to the Software. If such interfacing requires any modification or change to the Software, such modification or change has to be carried out by the service provider free of any additional license charge or fees or expenses.

3-The ownership of all rights, title and interest, all patents, copy right, trade secrets and any other form of intellectual property rights in and to software, any derivative works thereof and enhancements thereto, hardware and documentation are and will have to at all times remain with the Service Provider or its Licensors and be the sole and exclusive property of the Service Provider or its Licensors. The Bank acknowledges that nothing contained in this Tender and subsequent contract will have to be construed as conveying by the Service Provider or its licensor's title or ownership interest in any licensed software or any derivative works thereof and enhancements thereto. Nothing contained herein will have to be construed to preclude the Service Provider from owning, using, improving, marketing, including without limitation, licensing to other persons any and all licensed software. If Service Provider generate any material (software or any work subject of intellectual property right) specifically for the Bank due to valuable resources capitalized in this respect, shall always be property of the Bank.

B) Patent Rights / Intellectual Property Rights

The Bidder claims and represents that it has obtained appropriate rights to provide the Deliverables upon the terms and conditions contained in this RFP. The Bank agrees and acknowledges that same

as expressly provided in this RFP, all Intellectual Property Rights in relation to the Hardware, Software and Documentation and any adaptations, translations and derivative works thereof whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Bidder during, in connection with or in relation to fulfilling its obligations under this RFP belong to and shall remain a property of the Bidder or its licensor. The Bidder represents that a separate agreement is required to be entered into by the Bank with Third-party Bidders either for statutory or proprietary reasons, notwithstanding the Bidder's obligations for performance. During the Term of this Project and, if applicable, during the Reverse Transition Period, Bank grants Bidder a right to use at no cost or charge the Hardware and Software licensed to the Bank, solely for the purpose of providing the Services. The Bidder shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Hardware and Software used by Bidder in performing its obligations under this Project. If a third party's claim endangers or disrupts the Bank's use of the Hardware and Software, the Bidder shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this tender and subsequent Agreement and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product. All third party Hardware/software / service/s provided by the bidder in the scope of the RFP will be the responsibility of the bidder if any discrepancy or infringement is encountered. The Bank shall not be held liable for and is absolved of any responsibility or claim/Litigation or penal liability arising out of the use of any third party software or modules supplied by the Bidder as part of this Project.

5.19 Delays in Bidder's Performance

The bidder must strictly adhere to the implementation schedule, as specified in the contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the bidder will enable Bank to resort to any or all of the following provided that the bidder is first given a 30 day cure period to remedy the breach/ delay:

- i. Termination of the purchase agreement fully or partly and claim liquidated damages.
- ii. Forfeiting of Security Deposit/Performance Bank Guarantee

However, the Bank will have the absolute right to charge penalty and/ or Liquidated Damages as per the RFP/ contract without giving any cure period.

5.20 Right to Reject

Bank reserves the right to reject any or all proposals received in response to the RFP without assigning any reasons thereof.

Bank reserves the right, to waive or modify any formalities, irregularities, or inconsistencies in the bid, which does not prejudice or affect the relative ranking of any Bidder, which shall be binding on all Bidders.

5.21 Non-Negotiability on RFP

Bank is not responsible for any assumptions or judgments made by the bidders for arriving at any type of sizing or costing. Bank at all times will benchmark the performance of the bidder to the RFP documents and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make the same available at no extra costs to Bank, in order to achieve the desired service levels as well as meet the requirements of these documents.

All terms and conditions, payments schedules, time frame for implementation, and expected service levels as per this tender will remain unchanged unless explicitly communicated by the Bank in writing to the bidder.

The bidders shall adhere to the terms of this RFP and shall not deviate from the same.

5.22 Execution of Contract, SLA and NDA

The bidder and Bank should execute

- i. Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Bank and
- ii. Non-disclosure Agreement.
- iii. The bidder should execute the contract, SLA and NDA within 21 (twenty-one) days from the date of acceptance of the Purchase Order.
- iv. Bidder required to prepare and executive separate SLA/NDA/Contract /PBG with both RRBs.

5.23 Successful Bidder's Personnel

The Successful Bidder will agree, acknowledge and covenant that:

- i. The personnel to be employed by the successful Bidder for carrying out the works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the Works;
- ii. The personnel employed shall have the necessary qualifications and skill-sets as agreed to by Bank;
- iii. The Successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
- iv. In case of services of an existing employee of the Successful Bidder are withdrawn / terminated by the Successful Bidder, sufficient notice has to be given to Bank and a replacement of equivalent qualification should be deployed; and
- v. Bank shall have the right to require the Successful Bidder to remove any of their personnel for misconduct or any other reason specified by Bank.

5.24 Changes to the RFP

- Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums, as it deems necessary at its sole discretion. Bank will inform the Bidder about changes, if any before the commercial bids are opened
- Bank may revise any part of the RFP, by providing an addendum to the Bidder at stage until bids are opened. Bank reserves the right to issue revisions to this RFP at any time before the opening of the bid.
- Bank reserves the right to extend the dates for submission of responses to this document.
- Bidder shall have the opportunity to clarify doubts pertaining to the RFP, in order to clarify any issues they may have, prior to finalizing their responses. All queries/questions are to be submitted to the contact & address mentioned in this document and should be received by the point of contact not later than the time and date mentioned in this document. Responses to inquiries and any other corrections and amendments will be distributed to the Bidder by fax or in electronic mail format or hardcopy letter, at the sole discretion of Bank.
- Preliminary Scrutiny – Bank will scrutinize the offer to determine whether it is 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 items are quoted as per the schedule. Bank, at its discretion, may waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on the Bidder and Bank reserves the right for such waivers and Banks decision in the matter will be final.

- Clarification of Offer – To assist in the scrutiny, evaluation and comparison of offer, Bank may, at its discretion, ask the Bidder for clarification of their offer. Bank has the right to disqualify the Bidder whose clarification is found not suitable to the proposed project.
- 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 Bidder, and / or to listen to any representations.
- Erasures or Alterations – The offer containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure / manual” is not acceptable. Bank may treat the offers not adhering to these guidelines as unacceptable.
- Pricing – It is essential for the Bidder to quote the lowest price at the time of making the offer in its own interest. In the event of Bank not satisfied with the Price Discovery in this process, Bank reserves the right to initiate the tendering process again through Limited or Open tender for any Server equipment.
- Right to Alter Quantities – Bank reserves the right to alter the requirements specified in the tender. Bank also reserves the right to delete or increase one or more items from the list of items specified in the tender. Bank will inform the Bidder about changes, if any. In the event of any alteration in the quantities, the price quoted by the Bidder against the item would be considered for such alteration. The Bidder agrees that the prices quoted for each line item & component is valid for period of contract and can be used by Bank for alteration in quantities. Bidder agrees that there is no limit on the quantities that can be altered under this contract. During the contract period, the Bidder agrees to pass on the benefit of reduction in pricing for any additional items to be procured by Bank in the event the market prices / rate offered by the Bidder are lower than what has been quoted by the Bidder as the part of commercial offer. Any price benefit in the products, licenses, software, services & equipment should be passed on to Bank within the contract period.
- Details of Sub-contracts, as applicable – If required by Bank, Bidder should provide complete details of any subcontractor/s used for the purpose of this engagement. It is clarified that notwithstanding the use of sub-contractors by the Bidder, the Bidder shall be solely responsible for performance of all obligations under the RFP, irrespective of the failure or inability of the subcontractor chosen by the Bidder to perform its obligations. The Bidder shall also have the responsibility for payment of all dues and contributions, as applicable, towards statutory benefits for its employees and sub-contractors.
- No hardware will be accepted as complete, if any part of hardware, related software, components etc. are not delivered free of any additional cost to Bank. In such an event, the supply will be termed incomplete and will not be accepted and warranty period will not commence besides Bank's right to invoke the penalties which will be prescribed in the contract.
- Bank shall inform the Bidder all breaches and claims of indemnification and shall grant the Bidder sole authority to defend, manage, negotiate or settle such claims; and make available all reasonable assistance in defending the claims (at the expense of the Bidder). The written demand by Bank as to the loss / damages mentioned above shall be final, conclusive and binding on the Bidder and Bidder shall be liable to pay on demand the actual amount of such loss / damages caused to Bank.

In respect of demands levied by Bank on the Bidder towards breaches, claims, etc. Bank shall provide the Bidder with details of such demand levied by Bank.

For the purposes of this Clause, the indemnity may be restricted to the areas mentioned, i.e., “claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Bidder to its employees, its agents, contractors and sub-contractors”.

However, there are other indemnities such as indemnity for IPR violation, confidentiality breach, etc., that the Bidder is expected to provide as per the RFP.

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 Bank arising out of claims made by its customers and/or regulatory authorities.

- The Bidder’s representative and local office at Mumbai will be the contact point for Bank. The delivery status of equipment should be reported on a weekly basis.
- Bidder should ensure that the hardware delivered to Bank including all components and attachments are brand new. In case of software supplied with the system, the Bidder should ensure that the same is licensed and legally obtained with valid documentation made available to Bank.
- The Bidder shall procure in the name of Bank any user specific software licenses for Bank based on number of CPU’s at DC and DRC and users at Bank branches and offices as the case may be. Bidder shall, also, provide other licenses for applications, operating system as required by Bank to successfully utilize the solution. The Bidder shall provide the licenses for all software being a part of supply of software to Bank.
- Bidder shall indemnify, protect and save Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 and Information Technology Act 2000 in respect of all the hardware, software and equipment or other systems supplied by them to Bank from whatsoever source, provided however, (i) Bank notifies the Bidder in writing as soon as practicable when Bank becomes aware of the claim (ii) the Bidder has sole control of the defense and all related settlement negotiations (iii) Bank provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and (vi) Bank does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where Bank is required by any authority/regulator to make a comment/statement/representation. 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 Bank arising out of claims made by its customers and/or regulatory authorities.
- Manufacturer’s Authorization Form – The Bidder should furnish a letter from original equipment manufacturer in the format provided in Annexure 6 - Manufacturer Authorization Form provided along with this RFP,
- Over the course of the contract there could be newer technologies that are being implemented by the OEMs, in such a case, during the tenure of the contract, Bank shall have the right to negotiate the price, in case it wishes to procure a newer version of the product stated as this RFP.

5.25 Conditional Bids

Conditional bids shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of bids.

5.26 Contract Commitment

Bank intends that the contract, which is contemplated herein with the Bidder, shall be for a period of five years. However, the extension of the AMC/ATS, post warranty period, will be at the sole discretion of Bank.

The Bidder will continue to provide AMC/ATS services to Bank for the fourth and fifth year on the sole discretion of the Approval granted by Bank. Bank, in this regard, shall continue with the Bidder services based on their satisfaction of the Bidder's performance.

5.27 Assignment

Bank may assign the Project and the solution and services provided therein by Service Provider in whole or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. The Bank shall have the right to assign such portion of the facilities management services to any of the Contractor/sub-contractors, at its sole option, upon the occurrence of the following:

- (i) Service Provider refuses to perform;
- (ii) Service Provider is unable to perform;
- (iii) Termination of the contract with Service Provider for any reason whatsoever;
- (iv) Expiry of the contract.

Such right shall be without prejudice to the rights and remedies, which the Bank may have against Service Provider. Service Provider shall ensure that the said subcontractors shall agree to provide such services to the Bank at no less favourable terms than that provided by Service Provider and shall include appropriate wordings to this effect in the agreement entered into by Service Provider with such sub-contractors. The assignment envisaged in this scenario is only in certain extreme events such as refusal or inability of Service Provider to perform or termination/expiry of the contract

5.28 Insurance

The equipment (hardware, software etc.) supplied under the contract shall be fully insured by the successful Bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. The insurance shall be obtained by the Bidder naming the Bank as the beneficiary, for an amount Equal to 110% of the invoiced value of the goods on "all risks" basis including war risks, burglary, acts of terrorism and natural calamities valid for the entire period of the Agreement. . The period of insurance shall be up to the date the supplied components are accepted and the all rights of the property are transferred to the Bank in the Bank's premises. Should any loss or damage occur, the selected Bidder shall: -

- i. Initiate and pursue claim till settlement and
- ii. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.

5.29 Privacy and Security Safeguards

1. 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 or existing at any Bank location. The Vendor will have to 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 will have to 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 or existing at any Bank location.
2. The Vendor hereby agrees and confirms that they will disclose, forthwith, instances of security breaches.
3. The Vendor hereby agrees that they will preserve the documents.

5.30 Cancellation of Contract and Compensation

The Bank reserves the right to terminate the order/ contract of the selected bidder (after providing a cure period of 30 days and thereafter providing a 60 days' notice period) and recover expenditure incurred by the bank in the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the contract.
- ii. The bidder goes into liquidation voluntarily or otherwise.
- iii. The progress regarding execution of the contract by the bidder is unsatisfactory.
- iv. Deduction on account of liquidated damages exceeds 10% of the total contract price.

After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the bank may give a 30 days cure period. Thereafter, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out the bidding process for the execution of the balance of the contract.

This clause is applicable for any reason the contract is cancelled.

In the event of delay in project beyond the specified period or noncompliance of the RFP terms or nonfulfillment of RFP functional requirements or severe bugs in the hardware/software supplied or proposed system performance is not satisfactory etc., the Bank reserves the right to cancel the Contract and Purchase Order at any time. In addition to the cancellation of contract and Purchase order, the Bank also reserves the right to invoke the Bank Guarantee given by the successful bidder to recover the damages and to recover compensation from the successful Bidder on account of wastage of time and money, cost escalation for procuring new system under new project etc.

5.31 Indemnity

1. The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
 - a. Bank's authorized / bona fide use of the Deliverables and/or the Services provided by Bidder/Service Provider under this RFP ; and/or
 - b. An act or omission of the Bidder, employees, agents, sub- contractors in the performance of the obligations of the Bidder under this RFP ; and/or
 - c. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Bidder, against the Bank; and/or
 - d. Breach of any of the term of this RFP/Purchase Order (PO) or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Vendor under this Agreement/PO; and/or
 - e. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - f. Breach of confidentiality obligations of the Vendor contained in this Agreement; and/or
 - g. Negligence or gross misconduct attributable to the Bidder or its employees or sub-contractors.
 - h. Statutory infringements in respect of all hardware, hardware components, software for the system (including operating system/s, system software, application software,

security, firewall, antivirus etc.) etc. supplied by the Bidder.

- i. The Bidder shall indemnify the Bank for any data loss/damage because of processing of Bank's data in the software supplied.
2. The Bidder will have to at its own cost and expenses defend or settle any claim against the Bank that the Deliverables and Services delivered or provided under RFP infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, provided the Bank:
 - a. Notifies the Bidder in writing; and
 - b. Cooperates with the Bidder in the defence and settlement of the claims.
3. The Bidder shall compensate the Bank for such financial loss, direct and remote, suffered by the Bank if the Bidder fails to fix bugs, provide the Modifications / Enhancements / Customization as required by the Bank as per the terms and conditions of this RFP and to meet the Service Levels.
4. Additionally, the Bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action, suits and other proceedings,
 - a. that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in any country where the Deliverables and Services are used, sold or received; and/or
 - b. resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act, 2000 in respect of all the Hardware, Software and network equipment or other systems supplied by them to the Bank from whatsoever source, provided the Bank notifies the Vendor in writing as soon as practicable when the Bank becomes aware of the claim however,
 - i. the Bidder has sole control of the defence and all related settlement negotiations.
 - ii. the Bank provide the Vendor with the assistance, information and authority reasonably necessary to perform the above and
 - iii. Bidder aware the rights to make any statements or comments or representations about the claim by Bank or any regulatory authority. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect and incidental damages and compensations.

However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

5. Indemnity would be limited to court awarded damages and shall exclude consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.
6. The Bidder shall indemnify the Bank in case of any mismatch of ITC (Input Tax Credit) in the GSTR 2A, where the Bank does not opt for retention of GST component on supplies.

Bidder shall indemnify to bank, if cyber threatened /crime/hacking or any related offence occurs due to use of solution/software supplied (including support services) or any other manner provided in this regard.

5.32 Integrity Pact

Each Participating bidder/s shall submit Integrity Pact as per attached Annexure-8 on duly stamped of Rs 1000. Integrity pact should submit by all participating bidders at the time of submission of bid

documents or as per satisfaction of the Bank. The Non submission of Integrity Pact as per time scheduled prescribed by Bank shall be relevant ground of disqualification to participating in Bid process.

Bank has appointed Independent External Monitor (hereinafter referred to as IEM) for this pact, whose name and e-mail ID are as follows:

Name .Mr. Trivikram Nath Tiwari [mail: trivikramnt@yahoo.co.in]

IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact

IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently

Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meetings.

5.33 Security Configuration, Inspection, Audit, Monitoring & Visitations

Security Configuration

The baseline security configuration of Database, Web server and all other applications to be done by the Vendor, according to the industry best practices Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank. The periodicity of these audits will be decided at the discretion of the Bank. Periodicity for Regulatory Audits would be required as per the rules and guidelines laid down by the regulator or as required by the regulator. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, Database (DB) controls, backup and recovery procedures, Network security controls and program change controls. Compliance of the audit report has to be ensured by the Vendor.

To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Vendor shall afford the Bank's representatives access to the Vendor's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the Vendor.

Right to Inspect, Examine and Audit:

All OEM/Vendor records with respect to any matters / issues covered under the scope of this project shall be made available to the Bank at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Such records are subject to examination. The Bank's auditors would execute confidentiality agreement with the Vendor, provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of such audit will be borne by the Bank.

Vendor shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.

Bank shall undertake a periodic review of service provider outsourced process to identify new outsourcing risks as they arise. The service provider shall be subject to risk management and security and privacy policies that meet the Bank's standard. In case the service provider outsourced to third party, there must be proper Agreement / purchase order with concerned third party. The Bank shall

have right to intervene with appropriate measure to meet the Bank's legal and regulatory obligations. Access to books and records/Audit and Inspection would include: -

- a) Ensure that the Bank has the ability to access all books, records and information relevant to the outsourced activity available with the service provider. For technology outsourcing, requisite audit trails and logs for administrative activities should be retained and accessible to the Bank based on approved request.
- b) Provide the Bank with right to conduct audits on the service provider whether by its internal or external auditors, or by external specialist appointed to act on its behalf and to obtain copies of any audit or review reports and finding made on the service provider in conjunction with the services performed for the bank.
- c) Include clause to allow the reserve bank of India or persons authorized by it to access the bank's documents: records of transactions, and other necessary information given to you, stored or processed by the service provider within a reasonable time. This includes information maintained in paper and electronic formats.
- d) Recognized the right of the reserve bank to cause an inspection to be made of a service provider of the bank and its books and account by one or more of its officers or employees or other persons. Banks shall at least on an annual basis, review the financial and operational condition of the service provider. Bank shall also periodically commission independent audit and expert assessment on the security and controlled environment of the service provider. Such assessment and reports on the service provider may be performed and prepared by Bank's internal or external auditors, or by agents appointed by the Bank.
- e) Vendor shall have to comply the Audit finding without any additional cost to the bank. In order to fulfill of the Audit compliance, Bank will communicate finding of the Auditor without delay to avoid any mischievous situation.

Monitoring

Compliance with Information security best practices may be monitored by periodic Information security audits performed by or on behalf of the Bank and by the RBI. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the Service Provider shall afford the Bank's representatives access to the service provider's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The Vendor must provide the Bank access to various monitoring and performance measurement systems (both manual and automated). The Bank has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval /notice to the Vendor.

Visitations

The Bank shall be entitled to, either by itself or its authorized representative, visit any of the Vendor's premises without prior notice to ensure that data provided by the Bank is not misused. The Vendor shall cooperate with the authorized representative(s) of the Bank and shall provide all information/documents required by the Bank.

5.34 Publicity

Any publicity by vendor in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

5.35 Hiring of Employees

Both the parties agree not to hire, for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. Information Ownership

All information processed, stored, or transmitted by Bidder equipment belongs to Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access. Types of sensitive information that will be found on Bank systems the Bidder may support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

5.36 Sensitive Information

Any information considered sensitive must be protected by the Bidder from unauthorized disclosure, modification or access.

Types of sensitive information that will be found on Bank systems the Bidder may support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

5.37 Limitation of Liability

The Bidders aggregate liability in connection with obligations undertaken as a part of the Project regardless of the form or nature of the action giving rise to such liability (in contract), shall be at actuals and limited to the contract value. The Vendors liability in case of claims against the Bank resulting from, misconduct or gross negligence of the 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. The Bank shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the Bidder under this project and operated according to the Bidder's advice and same confirmed by Bank's officials. In no event shall either party be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this agreement or the hardware or the software delivered hereunder, howsoever such liability may arise, provided that the claims against customers, users and service providers of the Bank would be considered as a direct claim.

5.38 Force Majeure

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable due to which performance of contract becomes impossible but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise

directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavour to find a solution to the problem.

Notwithstanding above, the decision of the Bank shall be final and binding on the Bidder.

5.39 Disclaimer

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

5.40 Adherence to Terms and Conditions

The bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP and subsequent corrigendum released, if any. If the responses contain any extraneous conditions put in by the Bidder, such responses may be disqualified and may not be considered for the selection process.

5.41 Resolution of Disputes

1. The Bank and the Supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
2. If, the Bank and the Supplier have been unable to resolve amicably a Contract dispute, even after 30 days' period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.
3. The dispute resolution mechanism to be applied shall be as follows:
 - a) In case of dispute or difference arising between the Bank and the Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by mutual discussion between the Purchaser and the Supplier.
 - b) Arbitration proceedings shall be held at Mumbai and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English and court of Mumbai shall have exclusive jurisdiction. Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, vendor will be expected to continue the facilities management services and the Bank will continue to pay for all products and services that are accepted by it, provided that all products and services are serving satisfactorily, as per satisfaction of the Bank.
 - c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and
 - d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed

by agreement between the parties.

- e) This RFP shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this RFP. Notwithstanding the above, The Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

5.42 Bank's Right

Bank reserves the right to:

- i. Reject any and all responses received in response to the RFP
- ii. Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery
- iii. Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at one time
- iv. Extend the time for submission of all proposals
- v. Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- vi. Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- vii. Share the information / clarifications provided in response to the RFP by any bidder, with any other bidder(s) / others, in any form.
- viii. Cancel the RFP at any stage
- ix. Interview the personnel being deployed on the project
- x. Conduct site visits of bidders related to proposed solution and facilities.
- xi. Take presentations on proposed solution of the bidders.

5.43 Substitute of Project Team Members

During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome delay in implementation or is critical to meet the obligation. In such circumstances, the bidder can do so only with the concurrence of the Bank by providing other staff of the same level of qualifications and expertise.

5.44 Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount. It should observe the highest standard of ethics while executing the assignment.

5.45 Adherence to Laws and Standards

- The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the contract.
- Bidder must ensure that the proposed products/services are compliant to all such applicable existing regulatory guidelines of GOI / RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof which are applicable to the business of the bidder. The bidder must submit a self-declaration to this effect.
- The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder.
- The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

5.46 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract.

Requisite power of attorney/ board resolution authorizing the signatories of the bid to respond to this RFP must be submitted along with the bid. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of its Board, authenticated by company Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy to discuss or sign agreements/ contracts with the Bank. The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

5.47 Collusive Conduct

Bidders and their officers, employees, agents and advisers must not engage in any collusion, anti – competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodging of responses.

By submitting a signed proposal, the bidder certifies that:

- i. It has arrived at the prices in its proposal without agreement or discussion with any other bidder of this RFP for the purpose of restricting competition.
- ii. The prices in the proposal have not been disclosed and will not be disclosed to any other bidder of this RFP.
- iii. No attempt by the bidder to induce any other bidder to submit or not submit a proposal for restricting competition has occurred.

5.48 Unlawful Inducements

A bidder and its respective officers, employees, agents or advisers must not have violated and must not violate any applicable laws regarding the offering of inducements in connection with the preparation of their response. Bidders and their representatives must not directly or indirectly attempt to unduly influence the outcome of the RFP process.

5.49 Conflict of Interest

The bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder’s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

5.50 Exit Management

The bidder shall promptly on the commencement of the exit management period supply to the Bank or its nominated Bidders the following:

- i. Complete information/documents relating to the current services rendered or customizations made
- ii. Documentation relating to Intellectual Property Rights

The bidder shall provide uninterrupted services on existing terms till an alternate solution is available.

Before the expiry of the exit management period, the current vendor shall deliver to the Bank or its nominated vendor all new or updated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the current vendor shall be permitted to retain one copy of such materials for archival purposes only.

5.51 Exit Option and Contract Re-Negotiation

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of Liquidated damages as per the terms of the contract, in the event of one or more of the following conditions:

- Delay in delivery of solution beyond the specified period.
- Serious discrepancies noted in the solution delivered.
- Breaches in the terms and conditions of the Purchase Order/Agreement.
- Non satisfactory performance of Service Provider during the contract period.

- In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Bank Guarantee or foreclose the Security Deposit given by the Service Provider towards non-performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.
- Bank shall serve the notice of termination to the Service Provider at least 60 days prior, of its intention to terminate services during the contract period.
- In addition to the cancellation of purchase contract, Bank reserves the right to appropriate the damages through encashment of Performance Guarantee given by the BIDDER.
- The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the BIDDER at more favorable terms in case such terms are offered in the industry at that time.
- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the BIDDER should continue to supply the equipment's (if required/non delivered) and provide services to the Bank as per the contract.
- Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties or 6 months prior to expiry of the contract. The Bidder should perform a reverse transition mechanism to the Bank or its selected vendor. The reverse transition mechanism would be over a period of 6 months post the completion of the 60 day notice period to facilitate an orderly transfer of services to the Bank or to an alternative 3rd party / vendor nominated by the Bank. Where the Bank elects to transfer the responsibility for service delivery to a number of vendors Bank will nominate a System Integrator who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.
- The reverse transition services to be provided by the Bidder shall include the following:
 - The vendor shall suitably and adequately train the Bank's or its designated team for fully and effectively manning, operating and maintaining the Security Operations Centre Solution.
 - Vendor shall provide adequate documentation thereof.
 - The vendor shall jointly manage the solution with the bank or designated team for a reasonable period of time
 - The vendor shall assist the bank in migration of the Solution to another, if desired by the bank.
- i. **Knowledge transfer:** The Supplier shall provide such necessary information, documentation to the Bank or its designee, for the effective management and maintenance of the Deliverables under this Contract. Supplier shall provide documentation (in English) in electronic form where available or otherwise a single hardcopy of all existing procedures, policies and programs required supporting the Services. Such documentation will be subject to the limitations imposed by Supplier's Intellectual Property Rights of this Contract.
- ii. **Warranties:** All the warranties held by or in the name of the Bidder/Supplier shall be assigned or transferred as-is, in the name of the bank. The Bidder/Supplier shall execute any and all such documents as may be necessary in this regard.

The parties shall return confidential information and will sign off and acknowledge the return of such confidential information.

The Bidder/Supplier shall provide all other services as may be agreed by the parties in connection with the reverse transition services.

The Bidder/Supplier recognizes that considering the enormity of the assignment, the transition services listed herein are only indicative in nature and the Supplier agrees to provide all assistance and services required for fully and effectively transitioning the services provided by the Supplier under the scope, upon termination or expiration thereof, for any reason whatsoever.

- iii. The cost for reverse transition if any should be part of the commercial offer during which the existing Supplier would transfer all knowledge, knowhow and other things necessary for the Bank

or new Supplier to take over and continue to manage the services. The Supplier agrees that the reverse transition mechanism and support during reverse transition will not be compromised or affected for reasons whatsoever is for cancellation or exist of the parties.

- iv. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.
- v. The Bank and the Supplier shall together prepare the Reverse Transition Plan. However, the Bank shall have the sole decision to ascertain whether such Plan has been complied with.
- vi. The Bidder/Supplier agrees that in the event of cancellation or exit or expiry of the contract it would extend all necessary support to the Bank or its selected Suppliers as would be required.

Notwithstanding anything contained in this Agreement, the Bank shall be entitled to terminate the agreement with the service provider without assigning any reason at any time by giving **thirty (30) days** prior written notice to the service provider.

5.52 Transfer of Agreements

On request by the Bank or its nominated vendor, the current vendor shall effect such assignments, transfers, innovations, licenses and sub-licenses in favor of the Bank or its nominated vendor, in relation to any equipment lease, maintenance or service provision agreement between existing vendor and nominated vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

The Bank and its appointed nominees shall have the Right of Access to premises where the assets are hosted or from where services are being provisioned.

5.53 Legal Compliance

- i. The Successful Bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of license, permits and certificates and payment of taxes where required, labour laws, etc. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect
- ii. The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labor Legislation
- iii. The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the Successful Bidder.

5.54 Amendment to Contract

Any change made in any clause of the contract which shall modify the purview of the contract within the validity and currency of the contract shall be deemed as an amendment. Such an amendment can and will be made and be deemed legal only when the parties to the contract provide their written consent about the amendment, subsequent to which the amendment is duly signed by the parties and shall be construed as part of the contract. The details of the procedure for amendment shall be as specified in the contract.

5.55 Correspondence and Notices

Any correspondence or notice from one party to another under the terms of the contract shall be served by email or by hand and confirmed in writing to the party's address. A notice shall be effective from the date when delivered.

5.56 Survival and Severability

Any provision or covenant of the Agreement, which expressly, or by its nature, imposes obligations on Service Provider shall so survive beyond the expiration, or termination of this Agreement. The invalidity of one or more provisions contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof; and in the event that one or more provisions shall be declared void or unenforceable by any court of competent jurisdiction, this Agreement shall be construed as if any such provision had not been inserted herein.

5.57 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Vendor / OEM / Authorized Reseller 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 value 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 Vendors (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 Vendor 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.

5.58 Waiver

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this tender document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this tender document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

5.59 Violation of Terms

The Bank clarifies that the Bank shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief to restrain the Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

5.60 Information Ownership

All information processed, stored, or transmitted by successful Bidder equipment belongs to the Bank. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately, which is proved to have caused due to reasons solely attributable to bidder. Any information considered sensitive by the bank must be protected by the successful Bidder from unauthorized disclosure, modification or access. The bank's decision will be final.

Types of sensitive information that will be found on Bank systems which the Bidder plans to support or have access to include, but are not limited to Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

5.61 Road Permit

In case of receiving of hardware to the area where Road Permit is required for transportation of goods, it is the responsibility of the bidder to arrange for the same in advance without any extra cost to the bank.

5.62 Addition/Deletion of Qualified Offerings

Both parties agree that the intent of this tender is to establish an initial set of service offerings. Bank recognizes that, as the use of these services expands, it is possible that additional services and / or service categories will be needed. In addition, Bank recognizes that from time to time hardware and related software products that are provided as part of Bidder services will be upgraded or replaced as technology evolve. Replacement and / or supplemental hardware and software products that meet or exceed the minimum proposal requirements may be added with the prior approval of Bank. For this purpose, a Change Order Procedure will be followed. Bank may request a change order in the event of actual or anticipated change(s) to the agreed scope of work, services, deliverables and schedules. The Bidder shall prepare a change order reflecting the actual or anticipated change(s) including the impact on deliverables schedule. The Bidder shall carry out such services as required by Bank at mutually agreed terms and conditions.

The Bidder shall agree that the price for incremental offering cannot exceed the original proposed cost and Bank reserves the right to re-negotiate the price. At the unit rates provided for TCO calculations, Bank has the right to order as much as it wants at those rates.

The Bidder shall agree to submit the request to add new services or service categories on its letterhead signed by a representative authorized to bind the organization.

Bank is under no obligation to honor such requests to add service categories or amend this contract.

As a method for reviewing Bidder services and Bank requirements, Bank will sponsor regular reviews to allow an exchange of requirements and opportunities.

All quantities mentioned in this RFP are indicative. Bank can vary the quantities of components to be procured as part of this tender. This also includes the right to modify the number of branches, extension counters, offices, training centers etc.

5.63 Termination

1. Termination for Default

1.1 The Bank, without prejudice to any other remedy for breach of contract, by at least 30 Days prior written notice of default sent to the Successful Bidder, may terminate this Contract in whole or in part:

- a) If the Successful Bidder fails to deliver any or more or all of the deliverables / milestones within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or;
- b) If the Successful Bidder fails to perform any other obligation(s) under the contract.
- c) If the Successful Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. Corrupt practice means the offering, giving, receiving or soliciting of anything of value or influence the action of a public official in the procurement process or in contract execution; and "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, and includes collusive practice among Bidders (prior to 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.

1.2In the event, the Bank terminates the Contract in whole or in part, the Bank may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Successful Bidder shall be liable to the Bank for any excess costs for such similar Goods or Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated when the value of the liquidated damages exceed 10% of the contract value.

1.3In case the contract is terminated then all undisputed payment will be given to vendor, after adjusting the penalty if any, from invoices.

2. Termination for Insolvency

If the Bidder becomes bankrupt or insolvent, has a receiver appointment order issued against it, compounds with its creditors, or, if the Bidder is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Bidder takes or suffers any other analogous action in consequence of debt; then the Bank plans to, at any time, terminate the contract by giving written notice to the Bidder. If the contract is terminated by the Bank in terms of this Clause, termination will be without compensation to the Bidder, 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. In case, the termination occurs before implementation in all the locations in terms of this clause, the Bank is entitled to make its claim to the extent of the amount already paid by the Bank to the Bidder.

3. Termination – Key Terms & Conditions

The Bank reserves the right to terminate the agreement with the Bidder /Service Provider at any time by giving sixty (60) days prior written notice to the Bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if the Bidder-

- a) has a winding up order made against it; or
- b) has a receiver appointed over all or substantial assets; or
- c) is or becomes unable to pay its debts as they become due; or
- d) enters into any arrangement or composition with or for the benefit of its creditors; or
- e) Passes a resolution for its voluntary winding up or dissolution or if it is dissolved.

The Bidder shall have right to terminate only in the event of winding up of the Bank. Bank will specify the period for remedying any defect.

4. Termination for Convenience

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

5.64 Consequences of Termination

1. 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.
2. 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.

- a) 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.
- b) 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.

5.65 Order Cancellation

The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions:

1. Delay in offering services beyond the stipulated period from the date of Purchase Order.
2. Delay in implementation beyond stipulated period
3. Repetitive failures/poor service by the Bidder.

In addition to the cancellation of purchase order, the Bank reserves the right to invoke the Bank Guarantee given by the successful bidder to appropriate the damages and also to black list the bidder from participating in any future tender process of the Bank.

5.66 Statutory and Regulatory Requirements

The solution must comply with all applicable requirements defined by any regulatory, statutory or legal body which shall include but not be limited to RBI or other Regulatory Authority, judicial courts in India and as of the date of execution of Agreement. This requirement shall supersede the responses provided by the Vendor in the technical response. During the period of warranty / AMC, Bidder / Vendor should comply with all requirements including any or all reports without any additional cost, defined by any Regulatory authority time to time and which fall under the scope of this RFP / Agreement

All mandatory requirements by regulatory / statutory bodies will be provided by the bidder under change management at no extra cost to the bank during the tenure of the 5(five) year contract and any future renewal.

5.67 Payment and Taxes

1. The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. Payments will be made subject to LD/penalty/compliance of Service Levels defined in the RFP document.
2. The Bidder must accept the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted.
3. The payments will be released only through NEFT / RGTS and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.
4. The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid/reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank. The entire benefits/ advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, and increase in custom duty. The bank will not pay any out of pocket expense. The Selected bidder will be entirely responsible for license fee, road permits, NMMC cess, LBT, Octroi, insurance etc. in connection with the delivery of products at site advised by the Bank including incidental services and commissioning

5. Goods and Services Taxes(GST) and its Compliance

- a) Goods and Services Tax Law in India is a Comprehensive, multi-stage, destination-based tax that will be levied on every value addition. Service Provider shall have to follow GST Law as per time being enforced along with certain mandatory feature mentioned hereunder-
- b) TDS (Tax Deducted on Source) is required to deduct as per applicable under GST Law on the payment made or credited to the Service Provider of taxable goods and services. It would enhance the tax base and would be compliance and self-maintaining tax law based on processes. The statutory compliances contained in the statues include obtaining registration under the GST law by the existing assesses as well as new assesses, periodic payments of taxes and furnishing various statement return by all the registered taxable person.
- c) It is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit (ITR) to the Bank by way of commensurate reduction in the prices under the GST Law.
- d) If Service Provider as the case may be, is backlisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided time to time may be relevant ground of cancellation of Contract.

Bank shall deduct tax at source, if any, as per the applicable law of the land time being enforced. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.

5.68 Service Provider's Integrity and Obligation

The **Service Provider** is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

Service Provider's obligations

- a) The **Service Provider** is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank and implementation activities.
- b) The **Service Provider** will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the **Service Provider's** negligence. The **Service Provider** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- c) **The Service Provider** is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- d) **The Service Provider** 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.
- e) The service Provider shall ensure that the software and hardware relevant for the Services contemplated under this RFP, is properly maintained and operated at all times, without hampering the services with proper standby.
- f) Ensure that there is sufficient back up in terms of power and other infrastructure, including but not limited to, Uninterrupted Power Supply, air-conditioners, components/resources at the Location for rendering the Services in terms of this RFP.
- g) The Service Provider shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires or gets terminated.
- h) The Service Provider should have a well-documented Business Continuity Plan and Disaster Recovery Plan and also security and control practices.
- i) The Service Provider should ensure that the due diligence and verification of antecedents of employees/personnel deployed by him for execution of this contract are completed and is

available for scrutiny by the Bank.

- j) The Service Provider shall disclose security breaches if any to the Bank, without any delay.
- k) Service Provider shall permit audit by internal/external auditors of the Bank or RBI to assess the adequacy of risk management practices adopted in overseeing and managing the outsourced activity/arrangement made by the Bank.
- l) Service Provider must comply RBI circular on “Cyber Security Framework for Banks” and assurance from the respective OEMs/Application providers that the application is free from embedded malicious/fraudulent code.
- m) Service Provider should follow Information security guideline issued by Bank/Regulatory/Statutory Authority time to time, and the same must be complied in order without fail, to avoid breach of contractual obligation.
- n) Service Provider shall submit Integrity Pact, Non Disclosure Agreement and Performance bank guarantee as per satisfaction of the Bank.
- o) The Service provider should guarantee that the software supplied to the Bank is licensed and legally obtained. Software must be supplied with their original and complete printed documentation.
- p) The Service provider should make proper arrangement with respective OEM to ensure that back to back arrangement in place for continuing support for the Server, RDBMS(MySQL) and System Software provided for implementation of Biometric Authentication Solution Project. So that continuity is maintained for Biometric Authentication Solution project in the event of insolvency, bankruptcy, liquidation, acquisition, windup, amalgamation or termination on default of Service Provider.
- q) The License is granted to the existing entity of the Bank and in the event of any merger/acquisitions in future shall automatically transfer the license to the newly merged entity without any additional cost or charges. In this juncture support and services shall be continue till the currency of the contract.
- r) The Bank reserves its right to blacklist to Service Provider to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated under RFP/Agreement.
- s) The service provider should comply within the specified timeline, the finding of the external or internal Audit including Regulatory/Statutory without any additional cost to the BANK.
- t) The service provider should comply of the Retention policy of the Bank and co-ordinate to preserve the data/documents of bank for minimum 10 years.

5.69 Liquidated Damages

The Bank will consider the inability of the bidder to deliver services or install the equipment within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/ services) by the bidder.

Installation will be treated as incomplete in one / all of the following situations:

- i. Non-delivery of any component or other services mentioned in the order.
- ii. Non-delivery of supporting documentation.
- iii. Delivery availability, but no installation of the components and/ or software.
- iv. Non integration.
- v. Non-Completion of Transition within suggested timeline.
- vi. System operational, but unsatisfactory to the Bank.

Bank may at its option demand and recover from the Successful Bidder(s) an amount equivalent to 1(one) percent of the undelivered portion of contract value for every week of delay or part thereof, subject to a maximum of 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract.

If the Service Provider fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the RFP/Contract or contract duration, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.50% of the total purchase order value until actual delivery or performance, per week or part thereof (5 days will be treated as a week); and the maximum deduction is 10% of the total purchase order value. Once the maximum is reached, the Bank may consider termination of the contract, invoke of bank guarantee or any other rights as deem fit.

Bank shall invoke the performance guarantee in case the Service Provider/Bidder fails to discharge their contractual obligations during the period of contract or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. Bidder shall have to submit fresh Performance Bank Guarantee of the same amount as submitted earlier in case PBG is invoked by the Bank.

Informing IBA/ other banks for Blacklisting the Service Provider:

Bank reserve the right to inform IBA/ other banks for blacklisting the Service Provider in case of default in service or delay in implementation of the project leading to financial loss or reputation loss or loss of time of the bank for implementation of the project.

5.70 Blacklisting

Bank reserves its right to blacklist to concern Bidder to participate in future tender process, in the event of delay in project beyond the specified period or non-compliance of the RFP terms or non-fulfilment of RFP functional requirements or severe bugs in the application or proposed system performance is not satisfactory. Bank shall have right to exercise power conferred under this clause along with any or all right incorporated in this RFP / Agreement.

5.71 Performance Bank Guarantee

- i. As mentioned above, the Successful Bidder will furnish an unconditional and irrevocable Performance Bank Guarantee (PBG), in the format given by the Bank in Annexure-12, for 3% of the total project cost valid for 63 months, validity of PBG starting from its date of issuance. The PBG shall be submitted within 21 days of the PO acceptance by the Bidder.
- ii. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
- iii. Each page of the PBG must bear the signature and seal of the BG issuing Bank and PBG number.
- iv. In the event of the Successful Bidder being unable to service the contract for whatever reason, Bank may provide a cure period of 30 days and thereafter invoke the PBG, if the bidder is unable to service the contract for whatever reason.
- v. In the event of delays by Successful Bidder in implementation of project beyond the schedules given in the RFP, the Bank may provide a cure period of 30 days and thereafter invoke the PBG, if required.
- vi. Notwithstanding and without prejudice to any rights whatsoever of the Bank under the contract in the matter, the proceeds of the PBG shall be payable to Bank as compensation by the Successful Bidder for its failure to complete its obligations under the contract. Bank shall notify the Successful Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Successful Bidder is in default.

- vii. The Bank shall also be entitled to make recoveries from the Successful Bidder's bills, Performance Bank Guarantee, or any other amount due to him, the equivalent value of any payment made to him by the bank due to inadvertence, error, collusion, misconstruction or misstatement.
- viii. The PBG may be discharged / returned by Bank upon being satisfied that there has been due performance of the obligations of the Successful Bidder under the contract. However, no interest shall be payable on the PBG.

5.72 Penalty Clause

The successful bidder must strictly adhere to the schedules for completing the assignments. Failure to meet these schedules will constitute a material breach of performance. In the event that the Bank is forced to cancel an awarded contract relative to this RFP due to the successful bidder's inability to meet the agreed delivery dates, the bank may take suitable penal actions as deemed fit.

Delay in hardware and related system software

Penalty will be charged 1% of hardware cost per week or part thereof for delay in delivery and installation of hardware beyond the timeline mentioned as part of Project Timelines subject to a maximum cap of 10% of the project cost.

Delay in resolution of tickets/issues of hardware/related system software

The Bank will levy penalty for the non-resolution of tickets/issues within the time limit specified for resolution under para service levels defined in subsequent section of this RFP.

5.73 Independent Contractor/ Sub-Contractor

Nothing herein contained will be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Bank and Vendor. Vendor, in furnishing services to the Bank hereunder, is acting only as an independent contractor. Vendor / OEM are responsible for implementation and maintenance of the solution as per the requirement of Bank, managing the activities of its personnel or the personnel of its subcontractors/Authorized Reseller and will be accountable for both. Vendor shall be vicariously liable for any acts, deeds or things done by their employees, agents, contractors, subcontractors etc. which is outside the scope of power vested or instructions issued by the Bank. Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Vendor and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for this scope of work. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by Vendor, for any assignment under the purchase contract to be issued for this scope of work. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of Vendor shall be paid by Vendor alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of Vendor's employee, agents, contractors, and subcontractors. Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings by statutory authority including labour laws, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc. The Service Provider alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Vendor will make all required payments and deposits of taxes in a timely manner.

5.74 Amendments

Other than the rights of Bank specified in this Agreement, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by all the Parties.

5.75 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

5.76 Governing Law and Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of India. The courts of Mumbai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Agreement.

5.77 Survival of Clauses

Any provision or covenant of this RFP or subsequent Agreement, which expressly, or by its nature, imposes obligations beyond the expiration, or termination of this Agreement, shall survive such expiration or termination.

5.78 Change Control Process

Any deviations or changes/amendment in the workflow of Services required by Bank may always be agreed between the parties, which shall be notified in writing by BANK to BIDDER as change control process. Any other customization suggested by Bank in the application or due to Regulatory requirement will be provided by Bidder without any additional charges to Bank inter-alia provide any or all statutory/Regulatory report to Bank free of Cost.

5.79 Land Border Sharing Clause

The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020. Bidder should submit the undertaking in Annexure-1F in this regard and also provide copy of registration certificate issued by competent authority wherever applicable.

Para 1 of Order (Public Procurement No. 1) dated 23-7-2020 and other relevant provisions are as follows:

- 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 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 bidders stated hereinbefore, including any agency branch or office controlled by such persons, 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 where any member of the consortium or joint venture falls under any of the above.

- iv. The beneficial owner for the purpose of (iv) above will be as under .
1. 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 judicial person, has a controlling ownership interest or who exercise control through other means.
Explanation –
 - a. “Controlling ownership interests “ 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 share holding or management rights or share holder’s agreements or voting agreements.
 2. In case of partnership firm, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more judicial person, has ownership of entitlement to more than fifteen per-cent of capital or profits of the partnership.
 3. 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 judicial person, has ownership of or entitlement to more than fifteen per-cent of the property or capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person(s) , who hold the position of senior managing official.
 5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen per-cent 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.

An agent is a person employed to do any act for another, or to represent another in dealings with third persons.

6. Instructions to Bidders

6.1 Instructions to Vendors for e-tendering

The Bidders participating first time for e-Tendering for RRB Sponsored by Central bank of India will have to complete the Online Registration Process on the portal. All the bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having -2- certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The tender should be prepared & submitted online using the bidder’s authorized individual’s (Individual certificate is allowed for proprietorship firms) Digital e- Token. If any assistance is required regarding e-Tendering (registration / upload / download/ Bid Preparation / Bid Submission) please contact on the support numbers given in the support details.

Registration Process for Bidders

- a. Open the URL: <https://eauction.auctiontiger.net>
- b. On Right hand side, Click and save the Manual "**Bidder Manual for Bidders to participate on e-tender**"

- c. Register yourself with all the required details properly.
- d. TRAINING: Agency appointed by the Bank will provide user manual and demo / training for the prospective bidders
- e. LOG IN NAME & PASSWORD: Each Vendor / Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank.

GENERAL TERMS & CONDITIONS: Bidders are required to read the “Terms and Conditions” section of the portal (of the agency concerned, using the Login IDs and passwords given to them).

Bid Submission Mode.	https://eauction.auctiontiger.net Through e-tendering portal (Class II or Class III Digital Certificate with both Signing & Encryption is required for tender participation)
Support person and phone number for e-tender service provider for any help in accessing the website and uploading the tender documents or any other related queries.	e-Procurement Technologies Limited Technical Support Team 9081000427/ 9904406300/ 9510812960 / 9510812971 / 9374519729

Note: please note Support team will be contacting through email and whenever required through phone call as well. Depending on nature of assistance support team will contact on the priority basis. It will be very convenient for bidder to schedule their online demo in advance with support team to avoid last minute rush.

- a. All bids made from the Login ID given to the bidder will be deemed to have made by the bidder.
- b. BIDS PLACED BY BIDDER: The bid of the bidder will be taken to be an offer to sell. Bids once made by the bidder cannot be cancelled. The bidder is bound to sell the material as mentioned above at the price that they bid.

Preparation & Submission of Bids

The Bids (Eligibility Cum Technical as well as Commercial) shall have to be prepared and subsequently submitted online only. Bids not submitted “ON LINE” shall be summarily rejected. No other form of submission shall be permitted.

Do’s and Don’ts for Bidders

- Registration process for new Bidder’s should be completed at the earliest
- The e-Procurement portal is open for upload of documents with immediate effect Hence Bidders are advised to start the process of upload of bid documents well in advance.
- Bidder has to prepare for submission of their bid documents online well in advance as
 1. The upload process of soft copy of the bid documents requires encryption (large files take longer time to encrypt) and upload of these files to e-procurement portal depends upon bidder’s infrastructure and connectivity.
 2. To avoid last minute rush for upload bidder is required to start the upload for all the documents required for online submission of bid one week in advance.
- Bidder to initiate few documents uploads during the start of the RFP submission and help required for uploading the documents / understanding the system should be taken up with e-procurement bidder well in advance.

- Bidder should not raise request for extension of time on the last day of submission due to non-submission of their Bids on time as Bank will not be in a position to provide any support at the last minute as the portal is managed by e-procurement service provider.
- Bidder should not raise request for offline submission or late submission since only online e-Procurement submission is accepted.
- Part submission of bids by the Bidder's will not be processed and will be rejected.

Terms & Conditions of Online Submission

1. Bank has decided to determine L1 through bids submitted on bank's E-Tendering website <https://eauction.auctiontiger.net>. Bidders shall bear the cost of registration on the Bank's e-tendering portal. Rules for web portal access are as follows:
2. Bidder should be in possession of CLASS II or CLASS III-Digital Certificate in the name of company/bidder with capability of signing and encryption for participating in the e-tender. Bidders are advised to verify their digital certificates with the service provider at least two days before due date of submission and confirm back to bank.
3. Bidders at their own responsibility are advised to conduct a mock drill by coordinating with the e-tender service provider before the submission of the technical bids.
4. E-Tendering will be conducted on a specific web portal as detailed in (schedule of bidding process) of this RFP meant for this purpose with the help of the Service Provider identified by the Bank as detailed in (schedule of bidding process) of this RFP.
5. Bidders will be participating in E-Tendering event from their own office / place of their choice. Internet connectivity / browser settings and other paraphernalia requirements shall have to be ensured by Bidder themselves.
6. In the event of failure of their internet connectivity (due to any reason whatsoever it may be) the service provider or bank is not responsible.
7. In order to ward-off such contingent situation, Bidders are advised to make all the necessary arrangements / alternatives such as back –up power supply, connectivity whatever required so that they are able to circumvent such situation and still be able to participate in the E-Tendering Auction successfully.
8. However, the vendors are requested to not to wait till the last moment to quote their bids to avoid any such complex situations.
9. Failure of power at the premises of bidders during the E-Tendering cannot be the cause for not participating in the E-Tendering.
10. On account of this the time for the E-Tendering cannot be extended and BANK is not responsible for such eventualities.
11. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to site of E-Tendering irrespective of the cause.
12. Bank's e-tendering website will not allow any bids to be submitted after the deadline for submission of bids. In the event of the specified date and time for the submission of bids, being declared a holiday for the Bank, e-tendering website will receive the bids up to the appointed time on the next working day. Extension / advancement of submission date and time will be at the sole discretion of the Bank.
13. During the submission of bid, if any bidder faces technical issues and was unable to submit the bid, in such case the Bank reserves its right to grant extension for bid submission by verifying the merits of the case and after checking necessary details from Service provider.
14. Utmost care has been taken to reduce discrepancy between the information contained in e-tendering portal and this tender document. However, in event of any such discrepancy, the terms and conditions contained in this tender document shall take precedence.
15. Bidders are suggested to attach all eligibility criteria documents with the Annexures in the technical bid.

6.2 Guidelines to Contractors on the operations of Electronic Tendering System of UBGB (/RRB) sponsored by Central Bank of India **(<https://eauction.auctiontiger.net>)**

6.2.1 PRE-REQUISITES TO PARTICIPATE IN THE TENDERS

Registration of Bidders on Electronic Tendering System on Portal of RRB sponsored by CBI:

The Bidders Non Registered in UBBG (/RRB) sponsored by Central bank of India and interested in participating in the e-Tendering process of UBGB shall be required to enroll on the Electronic Tendering System. To enroll Bidder has to generate User ID and password on the "<https://eauction.auctiontiger.net>"

Registration of New Bidders:

<https://eauction.auctiontiger.net>

The Bidders may obtain the necessary information on the process of Enrollment either from Helpdesk Support Team: **9081000427/ 9904406300/ 9510812960 / 9510812971 / 9374519729** or may download User Manual from Electronic Tendering System for UBGB. i.e. <https://eauction.auctiontiger.net>

6.2.2 PREPARATION OF BID & GUIDELINES OF DIGITAL CERTIFICATE

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a Digital Certificate (Class – II or Class – III). This is required to maintain the security of the Bid Data and also to establish the identity of the Bidder transacting on the System. This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/Decryption)

The Digital Certificates are issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate.

Bid data / information for a particular Tender may be submitted only using the Digital Certificate.

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the Online Submission of Tender stage. In case, during the process of preparing and submitting a Bid for a particular Tender, the Bidder loses his / her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate securely and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a Partnership Firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that User to submit the bid on behalf of the Partnership Firm. The Partnership Firm has to authorize a specific individual via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) to use the digital certificate as per Indian Information Technology Act, 2000 and subsequent amendment.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authority User to bid on behalf of the Firm for the Tenders processed on the Electronic Tender Management System of UBGB (RRB) sponsored by Central bank of India as per Indian Information Technology Act, 2000 and subsequent amendment. The Digital Signature of this Authorized User will be binding on the Firm. It shall be the responsibility of Partners of the Firm to inform the Certifying Authority or Sub

Certifying Authority, if the Authorized User changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new Authorized User.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the Reporting Authority of the Applicant.

The bidder should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

6.2.3 RECOMMENDED HARDWARE AND INTERNET CONNECTIVITY

To operate on the Electronic Tendering System, the Bidder are recommended to use Computer System with at least 1 GB of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows 7 and above Browser Requirement (Compulsory): Internet Explorer Version 9 (32 bit) and above and System Access with Administrator Rights.

Toolbar / Add on / Pop up blocker

Users should ensure that there is no software installed on the computers which are to be used for using the website that might interfere with the normal operation of their Internet browser. Users have to ensure that they do not use any pop-up blockers, such as those provided by Internet Explorer and complementary software, like for example the Google tool bar. This might, in certain cases depending on users' settings, prevent the access of the EAS application.

6.2.4 STEPS TO BE FOLLOWED BY BIDDERS TO PARTICIPATE IN THE E-TENDER

Online Viewing of Detailed Notice Inviting Tenders

The Bidders can view the Detailed Tender Notice along with the Time Schedule (Key Dates) for all the Live Tenders released by UBGB on the home page of UBGB e-Tendering Portal on <https://eauction.auctiontiger.net>

Download of Tender Documents

The Pre-qualification / Main Bidding Documents are available for free downloading. However, to participate in the online tender, the bidder must purchase the bidding documents via Demand Draft mode by filling the cost of tender form fee.

Online Submission of Tender

Submission of Bids will be preceded by Online Submission of Tender with digitally signed Bid Hashes (Seals) within the Tender Time Schedule (Key dates) published in the Detailed Notice Inviting Tender. The Bid Data is to be prepared in the templates provided by the Tendering Authority of UBGB. The templates may be either form based, extensible tables and / or up-loadable documents. In the form based type of templates and extensible table type of templates, the Bidders are required to enter the data and encrypt the data/documents using the Digital Certificate / Encryption Tool.

In case Uploadable document type of templates, the Bidders are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes:

- a. The Bidders upload a single documents uploadable option.

- b. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Bidders are required to obtain Digital Certificate in advance.
- c. The bidder may modify bids before the deadline for Online Submission of Tender as per Time Schedule mentioned in the Tender documents.
- d. This stage will be applicable during both. Pre-bid / Pre-qualification and Financial Bidding Processes.

The documents submitted by bidders must be encrypted using document encryption tool which available for download under Download section on <https://eauction.auctiontiger.net>

Steps to encrypt and upload a document:

- Select Action: Encryption -> Tender ID: (enter desired tender ID) -> Envelope: (Technical / Price Bid) -> Add File: (Select desired document to be encrypted) -> Save File(s) to: (select desired location for encrypted file to save).
- After successful encryption, format of encrypted file will change to .enc which is required to be uploaded by bidders.
- After encryption bidders are required to upload document as per the mandatory list mentioned in the envelope i.e Technical / Commercial.

Note: Bank and e-Procurement Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the event. Bidders are advised to ensure system availability and prepare their bid well before time to avoid last minute rush. Bidder can fix a call with support team members in case guidance is required by calling on below mentioned numbers.

Bidders need to take extra care while mentioning tender ID, entering incorrect ID will not allow bank to decrypt document.

Contact Details of E-Procurement Technologies Limited

M/s e-Procurement Technologies Limited

9081000427 / 9904406300 / 9510812960 / 9510812971 / 9374519729

Close for Bidding

After the expiry of the cut- off time of Online Submission of Tender stage to be completed by the Bidders has lapsed, the Tender will be closed by the Tender Authority.

Online Final Confirmation

After submitting all the documents bidders need to click on “Final Submission” tab. System will give pop up “You have successfully completed your submission” that assures submission completion

Short listing of Bidders for Financial Bidding Process

The Tendering Authority will first open the Technical Bid documents of all Bidders and after scrutinizing these documents will shortlist the Bidders who are eligible for Financial Bidding Process. The short-listed Bidders will be intimated by email.

Opening of the Financial Bids

The Bidders may remain present in the office of the Tender Opening Authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all Bidders shall be available on the UBGB e-Tendering Portal after the completion of opening process.

Tender Schedule (Key Dates)

The Bidders are strictly advised to follow the Dates and Times as indicated in the Time Schedule in the detailed tender Notice for the Tender. All the online activities are time tracked and the electronic Tendering System enforces time-locks that ensure that no activity or transaction can take place outside the Start and End Dates and time of the stage as defined in the Tender Schedule.

At the sole discretion of the tender Authority, the time schedule of the Tender stages may be extended.

Format for Technical Offer

The Technical offer must be made in a structured and neat manner. Brochures/leaflets etc. should not be submitted in loose form.

The suggested format for submission of technical offer is as follows:

- Index
- Covering letter.
- Details of the bidder.
- Masked Bill of materials. This table should not contain any price information.
- Technical Offer with Specifications, complete with all the columns filled in.
- Block diagram of the solution offered. The block diagram will contain the following information
 - ✓ The equipment(s) used in the solution.
 - ✓ Different modules used.
 - ✓ Cables and other components included in the offer.
 - ✓ Interconnection of all the components offered.
 - ✓ Full details of the proposed solution in terms of technical capabilities.
- Scheduled date of commencement of delivery and completion of the project
- Project Schedule for completing the work (Delivery and implementation)
- Terms and Conditions Compliance Table in the following format. This table must cover bidder’s response to all the terms and conditions specified in the tender document.

Term No	Short Description of term	Complied (Yes/No)	Detailed explanation about deviation, if not complied
1	Technical evaluation and performance evaluation		
X			

- Warranty details (for all relevant schedules). This should not contain any price information.
- Printed Technical Brochures and data sheets pertaining to different components offered.
- Manufacturer’s Authorization Form.
- The support and Maintenance plan for Bank for the services to be provided during the warranty maintenance period.
- Supporting documents, as asked for in the tender document

7. Valuation & Methodology

The evaluation will be a conducted in the following stages:

1. Technical Bid Evaluation including Eligibility
2. Commercial Bid Evaluation

The objective of this evaluation methodology is to facilitate the selection of the most optimal solution

that appropriately meets the business requirements of Bank. Bidder would be screened based on Eligibility Criteria. Post qualification of Bidder on Eligibility Criteria, evaluation would be on technical soundness. All the bids shall be evaluated by an Evaluation Committee set up for this purpose by Bank. The evaluation shall be based on quality of the solution & services offered and cost of the offered solution and services. Bidders qualifying the technical bid evaluation will be considered for commercial evaluation.

Bank may at its absolute discretion, reject proposal of the Bidder, and without giving any reason whatsoever. Decision of Bank, in this regard, would be final and binding on all the participating Bidders.

7.1 Normalization of Bids

The Bank may go through a process of technical and commercial evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids need to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the updated technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission till the Bank is reasonably satisfied. The Bidders 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 normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process. Any non-compliance to the normalization process may result in disqualification of the concerned Bidder.

Bank may call for any clarifications/ additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. Bank reserves the right to call for presentation(s), product walkthroughs, on the features of the solution offered etc., from the bidders based on the technical bids submitted by them. UBGB (RRB) sponsored by Central Bank of India also reserves the right to conduct reference site visits at the Bidder's client sites. Based upon the final technical scoring, short listing would be made of the eligible bidders for final commercial bidding.

7.2 General Eligibility Criteria

Uttar Bihar Gramin Bank shall scrutinize the Eligibility bid submitted by the Bidder. A thorough examination of supporting documents to meet each Eligibility Criteria shall be conducted to determine the Eligible bidders. Bidders not complying with the eligibility criteria are liable to be rejected and shall not be considered for Technical Evaluation.

The Bidders meeting the General Eligibility Criteria as per Section 2 will be considered for technical evaluation. Any credential/supporting detail mentioned in "Section 2" and not accompanied by relevant proof documents will not be considered for evaluation. All credential letters should be appropriately bound, labeled and segregated in the respective areas. There is no restriction on the number of credentials a Bidder can provide.

7.3 Technical Evaluation

The objective of this evaluation process is to facilitate the selection of the most optimal solutions that appropriately meets all requirements of the Bank. All bids shall be evaluated by an evaluation committee setup for this purpose by the Bank. The Bank will evaluate the technical offers of the Bidders in terms of eligibility criteria and the proposals meeting the criteria will only be taken up for further technical evaluation. The decision on the Bank in regards to evaluation would be final and binding on all the Bidders to this document. The Bank may accept or reject an offer without assigning any reason whatsoever.

The technical evaluation criterion would broadly involve the following major areas:

- **Compliance to Commercial Bill of materials as in Appendix 1 (Masked)**
 - The Bidder is expected to provide their (100%) 'compliance' against each item stated in the Bill of material, this means that the Bidder confirms to the provisioning of the stated product / service and the terms of the RFP and subsequent addendums. Deviations to the Compliance requirements may lead to disqualification.
- **Compliance to Technical Specifications**
 - The Bidder is expected to provide their (100%) 'compliance' against Technical Specifications for products listed in Appendix 2- Technical Specifications.

7.4 Commercial Evaluation

The Indicative commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical proposal. These technically qualified bidders as per technical evaluation process will participate in Reverse Auction process, if conducted by the Bank. The bank will notify the date and time for participating in the online reverse auction process to the technically qualified bidders.

The envelope containing the Indicative Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in Appendix 1. The commercial offer should consist of comprehensive Cost for required solutions. Bidder must provide detailed cost breakdown, for each and every categories mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional. The technically qualified bidders may be required to participate in the reverse auction. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

7.4.1 REVERSE AUCTION

Bank would conduct a reverse auction process on the commercials submitted by the Bidders. As such it is necessary that authorized personnel of the firm or organization sign the Bid. The designated personnel should be authorized by the organization or by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in the commercial bid and also quote offer price during on-line reverse auction. The details of digital certificate like Name, Digital Key details, issuing authority and validity etc. to be provided.

The certified xerox copy of necessary Original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and

reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment.

Bidders to note that:

- In case there is variation between numbers and words; the value mentioned in words would be considered.
- The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the TCO in case of any discrepancy in the totaling, modifications, addition, correction, etc.
- In the event the Bidder has not quoted or has omitted any mandatory product or service required for the Solution it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank.

Please note that in the event of the Bank conducting a normalization exercise, the bids submitted after normalization would be evaluated as per the evaluation methodology in Commercial Evaluation. Bidder categorized as L1 after the Normalization process would be deemed as the Successful Bidder.

If a Bidder quoting higher prices, higher by more than 20% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same Bidder may not be called for reverse auction process. If due to such price variation factor, a Bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such situation, Bank reserves the right to award contract to the L1 Bidder.

7.4.2 COMMERCIAL BID EVALUATION CONSIDERATIONS

Commercial bid valuation shall be considered as below in case of any kind of discrepancy:

- If there is a discrepancy between words and figures, the amount in words shall prevail
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail
- If there is a discrepancy in the total, the correct total shall be arrived at by bank
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- At the sole discretion and determination of the bank, the bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

- All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
- The bank shall not incur any liability to the affected bidder on account of such rejection.
- The selected bidder shall provide revised TCO and the revised break-up of the cost items post reverse auction.

The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

8. Payment Terms

The scope of work is divided in different areas and the payment would be linked to delivery and acceptance. All/any payments will be made subject to LD / penalty / compliance of Service Levels defined in the RFP document.

Procedure for claiming payments:

The Bidder's requests for payment shall be made to the Bank in writing accompanied by Original Invoice detailing the systems, software delivered, installed and accepted by the bank.

The invoices and other documents are to be duly authenticated by Bidder.

On receiving each payment, the Bidder shall submit a stamped receipt for the payment received including TDS. The payment after deducting applicable TDS will be released by the Bank. All payments will be made only by electronic transfer of funds either by NEFT or RTGS. The Bidder therefore has to furnish the bank account number to where the funds have to be transferred for effecting payments.

Payments as per the schedule given below will be released only on acceptance of the order and on signing the agreement/contract by the selected bidder and also on submission of performance guarantee through Bank Guarantee.

Deliverable	% of Payment	Stage
Software Cost	70%	Delivery of license and submission of invoice with Proof of Delivery
	30%	Installation of License
Hardware Cost & Structured Cabling	70%	Delivery of Hardware
	25%	Installation, Commissioning & Acceptance of Hardware
	5%	On successful Sign-off of Benchmark
Annual Technical Support (ATS)	Annually in Advance	ATS shall commence on completion of warranty period and will be paid annually in advance
Annual maintenance Support (AMC)	Quarterly in arrears	AMC shall commence on completion of warranty period and will be paid quarterly in advance
CBS Hardware Benchmarking	1. 50% 2. 50%	Benchmark amount payable would be paid 1. On the submission of the Draft report 2. On the submission of the Final report

Note:

1. The above-mentioned payment terms are applicable per respective solution individually.
2. Bidder to ensure that delivery of software licenses is made post-delivery, racking and stacking of Hardware
3. Payment will be made by Central Bank of India Sponsored RRBs in ratio 90:10 i.e 90% by UBGB & 10% by UBKGB
4. Invoices will be raised separately to both the RRBs in the ratio mentioned above.

The Bank shall pay each undisputed invoice raised in accordance with this RFP and subsequent agreement, within thirty (30) Days after its receipt unless otherwise mutually agreed in writing, provided that such invoice is dated after such amount have become due and payable under this RFP and subsequent agreement.

Any objection / dispute to the amounts invoiced in the bill or any other component of the bill shall be raised by the Bank within 21 days from the date of receipt of the invoice, only in exceptional circumstances will bank raise a dispute beyond 21 days. The Bidder is required to provide the clarification on the disputes within 14 days of dispute being highlighted by the bank. In case of Disagreement/dispute between bank and the bidder exists even after receiving the clarifications such disputed can be dealt as per contract provisions.

Upon settlement of disputes with respect to any disputed invoice(s), the Bank will make payment within thirty (30) Days of the settlement of such disputes.

All out of pocket expenses, travelling, boarding and lodging expenses for the entire Term of this RFP and subsequent agreement is included in the amounts and the Bidder shall not be entitled to charge any additional costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc.

The price would be inclusive of all applicable taxes under the Indian law like customs duty, freight, forwarding, insurance, delivery, etc. but exclusive of only applicable GST, which shall be paid / reimbursed on actual basis on production of bills with GSTIN. Any increase in GST will be paid in actuals by the bank or any new tax introduced by the government will also be paid by the bank The entire benefits / advantages, arising out of fall in prices, taxes, duties or any other reason, must be passed on to Bank. The price quoted by the bidder should not change due to exchange rate fluctuations, inflation, market conditions, increase in custom duty. The bank will not pay any out of pocket expense.

9. Service Levels & Penalties

Bank intends to select the Successful Bidder who shall have common vision to deliver high quality of services to the users.

Definition of terms used in this section is as follows:

1. **“Downtime”** shall mean the time period for which the specified services / components with specified technical and service standards are not available to Bank and excludes the scheduled outages planned in advance and the bandwidth link failures
2. **“Incident”** refers to any event / abnormalities in the functioning of the equipment / specified services that may lead to deterioration, disruption in normal operations of Banks’ services.
3. **“Resolution Time”** shall mean the time taken in resolving (diagnosing, trouble shooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the category of the incident reported at the service desk. The category shall be defined and agreed between Bank and Service Provider.
4. **“Scheduled operation time”** means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time, i.e. 24x7x365.
5. **“Solution downtime”** subject to the SLA, means accumulated time during which the Solution is not available to the Bank’s users or customers due to in-scope system, and measured from the time the Bank and/or its customers log a call with the Bidder help desk of the failure or the failure is known to the Bidder from the availability measurement tools to the time when the System is returned to proper operation. Any denial of service to the Bank users and Bank customers would also account as “System downtime”
6. The business hours are 6 AM to 10 PM on any calendar day the Bank’s branch is operational. The Bidder however recognizes the fact that the branches will require to work beyond the business hours and holidays on need basis.
7. Uptime will be computed based on availability of the applications to the Bank’s users irrespective of availability of servers either individual servers/clusters.
8. Typical Resolution time will be applicable if systems are not available to the Bank’s users and customers and there is a denial of service.
9. Following are the requirements related to managing the service levels to be maintained in providing such services:
10. Bidder to note that all SLAs will be applicable 3 months post Go-Live onwards.

Service Level Agreement and Targets

This section includes the SLAs which Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to Bank for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contractor its revision whichever is earlier.

Service Level Availability is to be measured and reported on a monthly basis by bidder and will be validated by Bank.

System Availability is defined as:

$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$

Service Level Measurement

1. Bank has defined in-scope services in the RFP and corresponding SLAs below. Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.

2. The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs. Data capturing and reporting mechanism will be used for SLA reporting. The bidder has to leverage existing EMS tools to monitor and manage the Solution.
3. If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
4. The Bidder shall provide SLA Report on monthly basis and a review shall be conducted based on this report. A monthly report shall be provided to the Bank at the 1st week of next month containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate to be provided by the Bidder.

Level Classification

Level	Function/ Technology	Response & Resolution Time
Critical	All IBM Power Series Server at DC including Hardware Management Control IBM WAS Software	Response Time – with 5 Minutes from the time of failure Resolution time – As per SLA
Key	All IBM Power Series Server at DC including Hardware Management Control Passive Cabling	Response Time – with 5 Minutes from the time of failure Resolution time – As per SLA

In case of a disaster at DC or DR drill, DRC would be the primary site and then, infrastructure at primary site (DRC) shall be considered as Critical and penalty will be computed accordingly

- The Bidder shall resolve the issue/problem within 6 hours from the time of reporting, if any at DC, DRC locations of Bank which are part of this RFP. Bidder shall ensure delivery of any replacement/repair of damaged part or component within 6 hours from the time of issue reporting, without any cost to Bank. Bidder shall provide 24x7x365 service support by deputing their engineer, as and when required. However, in such a scenario, SLA shall be applicable as mentioned in this document.
- If any hardware component fails, then Bidder has to replace the failed component within 6 hours of the failure. If the Bidder fails to meet the timeline, Bank shall levy a penalty at the rate of 1% of the monthly product and services cost [Total Product & Service cost including Product cost (with 3 years warranty) + Implementation cost + AMC/ATS cost (for 2 Years)] / 60, for every 2 hours of delay thereof, on the failed component.
- If any hardware component in High Availability (HA) mode fails while other is working with no impact on the availability of the DC IT infrastructure and service levels, in such a case, penalty shall be levied on the failed component. The failed component in HA mode should be replaced within 6 hours of the failure. If the Bidder fails to meet the timeline, Bank shall levy a penalty at the rate of 1% of the monthly product and services cost [Total Product & Service cost including Product cost (with 3 years warranty) + Implementation cost + AMC/ATS cost (for 2 Years)] / 60, for every 4 hours of delay thereof, on the failed component.
- If both the hardware components fail in HA mode, Bank shall levy penalty on the Bidder for the service levels defaults, basis the service levels requirement mentioned here.
- For three (3) downtime occurrences within a stipulated time window of a calendar month, a sum equivalent to 1% of the product cost of the respective product would be levied as a penalty. This would be over and above the monthly service level default penalty.

9.1 Service Level Default

As mentioned above, Service Level measurement would be on monthly basis. Bidder's performance will be assessed against Minimum Expected Service Level requirements mentioned in the Availability measurement table.

An Availability Service Level Default will occur when, the Bidder fails to meet Minimum Service Levels, as measured on a monthly basis, for a particular Service Level.

Availability

Service Level Description	Minimum Service Level	Measurement Tools	Cost Reference for the contract period
Availability of Critical Infrastructure	99.99%	Enterprise Management System	Product cost at DC + Installation cost at DC + AMC & ATS cost at DC
Availability of Key infrastructure	99.96%	Enterprise Management System	Product cost at DRC + Installation cost at DRC + AMC & ATS cost at DRC

Infrastructure Support

Response comprises acknowledgement of the problem and an initial analysis of the underlying cause
 Uptime – The amount of time that the system is available for normal use. (Do note that planned maintenance would also be classified as normal use.)

The impact threshold will be as per the framework provided below.

Criticality Level	Response Time	Resolution Time
Critical	5 Min	As per SLA
Key	5 Min	As per SLA

Service Level Description	Measurement	Minimum Expected Service Level	Measurement Tools	Monthly Cost Allocation
Percentage of incidents for Critical components	Percentage of incidents completed within defined resolution criteria	100%	Enterprise Management System	Total Product & Service cost, including Product cost (with 3 years warranty) + Implementation cost + AMC/ATS cost (for 2 years) at DC
Percentage of incidents for Key components	Percentage of incidents completed within defined resolution criteria	99%	Enterprise Management System	Total Product & Service cost, including Product cost (with 3 years warranty) + Implementation cost + AMC/ATS cost (for 2 Years), at DRC
Software Service Requests	Percentage of Service Requests concluded (software installation,	95%	Enterprise Management System	Total cost, including license cost (with 3 years warranty) + Installation cost + ATS

Service Level Description	Measurement	Minimum Expected Service Level	Measurement Tools	Monthly Cost Allocation
	patches, bug fixes, errors) within defined timeframe/response-resolution window.			cost (for 2 Years), at DC and DRC
Incident Management	Percentage of incidents escalated according to the Incident Management matrix (as shown in Table 5 below)	99%	Enterprise Management System	Total cost for relevant product, including license cost (with 3 years warranty) + Installation cost + ATS cost (for 2 Years), at DC and DRC, whichever, is applicable
Down time for servicing	<ul style="list-style-type: none"> Each planned down - time for system servicing (up gradation, bug fixing, patch uploads, regular maintenance etc.) will not be more than 4 hours. This activity will not be carried out during business hours. However, such activities which require more than 1 hour or required to be carried out during business hours, will be scheduled in consultation with Bank. In case, downtime exceeds the planned hours, the additional time taken for servicing will be considered for infrastructure or system downtime as per availability measurements table. 	98%	<ul style="list-style-type: none"> Enterprise Management System 	<ul style="list-style-type: none"> For downtime over and above the scheduled / permissible window, penalty of INR 5000 for every 30 minutes of delay above 1 hour of scheduled downtime

- Bank expects the Bidder to complete scope of the project within the timeframe specified in this RFP. Inability of the Bidder to either provide the requirements as per the scope or to meet the timelines as specified would be treated as breach of contract and would invoke the penalty clause. The proposed rate of penalty would be 1 % of the value of the affected service or product per week of delay or non-compliance subject to an upper limit of 10% of value of affected service or product beyond which Bank may invoke the Performance Bank Guarantee submitted by the Bidder or terminate the contract, whichever is deemed acceptable to the Bank.

9.2 Penalty Computation

In the event of Service Level Default, Bidder shall pay Bank a penalty that will be computed in accordance with the following formula:

Monthly Service Level Default = Minimum Service Level (for a month) – Actual Service Level (for a month)

Total amount of penalty, Bidder is obligated to pay Bank, shall be reflected on the invoice provided to Bank in the quarter, after the quarter in which the Service Levels were assessed. Bank shall be entitled to deduct the penalty amount from the amounts payable by Bank to the selected Bidder as per the invoice. Penalty shall be levied for every percentage or part thereof drop in service levels, as defined in section 2.5 of this RFP.

Example:

Scenario	Result
The achieved availability of Server Infrastructure has been measured to be 98% in a particular assessment month.	<p>The expected Availability service level for Server Infrastructure is 99.95%.</p> <p>The achieved service level in the assessment month was calculated to be 97.5%</p> <p><u>Cost Reference for 5 Year tenure</u></p> <p>Server equipment cost = INR 1 crores (approximately)</p> <p>Server equipment AMC cost (till date) = INR 25,00,000 (Approximately)</p> <p>Server Installation Cost = INR 5,00,000/- (Approximately)</p> <p>Total cost of product and services for a Server equipment = 1,30,00,000</p> <p>As mentioned above, for Availability Service level default of more than 99.5% and less than 98%, a penalty of 2% would be levied of the total cost of products and services calculated above.</p> <p>Thus, 2% of 1, 30,00,000 i.e. INR 2,60,000.</p>

At-Risk Amount

The monthly At-Risk Amount ('ARA') shall be 10% of the estimated monthly payout of the respective month. Overall cap for penalties as per SLA and the Liquidated damages over the tenure of the contract will be 10% (ten per cent.) of the contract value.

10.Appendices

10.1 Appendix 1: Commercial Bill of Material

Format for Appendix 1: Commercial Bill of Material is attached as a separate file.

10.2 Appendix 2: Technical Specifications

Format for Appendix 2: Technical Specifications is attached as a separate file.

11. Annexures

11.1 Annexure 1: Technical Proposal Format

Particulars to be provided by the bidder in the technical proposal.

#	Particulars	Details to be furnished by the bidder
1	Name of the bidder (Company name)	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to sign the bid and make commitments to the Bank (Provide the Power of attorney/ supporting Documents)	
6	Telephone, Mobile and fax numbers of contact persons	
7	Email addresses of contact persons	
8	Description of business and business background Service Profile & client profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder (not of the group of companies) Year 2017-18 Year 2018-19 Year 2019-20	
10	Profit of the bidder (not of the group) Year 2017-18 Year 2018-19 Year 2019-20 Documentary proofs are to be enclosed	
11	Details of the similar assignments executed by the bidder during the last two years in India (Name of the Bank, time taken for execution of the assignment and documentary proofs from the Bank are to be furnished)	

Declaration:

- a. We confirm that we have noted the contents of the RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.
- b. We confirm that we will abide by all the terms and conditions contained in the RFP.
- c. We hereby unconditionally accept that Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP, in short listing of bidders.
- d. All the details mentioned by us are true and correct and if Bank observes any misrepresentation of facts on any matter at any stage, Bank has absolute right to reject the proposal and disqualify us from the selection process at any stage.
- e. We confirm that this response, for the purpose of shortlisting, is valid for a period of 180 days, from the last date for submission of response to RFP.

Place :

Date:

Seal & Signature of bidder's authorized signatory:

Name of Authorised Signatory:

11.2 Annexure 2: Cover TO

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

Date:

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

1. Having examined the Scope Document including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, implement and maintain all items mentioned in the "Request for Proposal" and the other schedules of requirements and services for your Bank in conformity with the said Scope Document in accordance with the schedule of Prices indicated in the Commercial Bill of Material and made part of this Scope.
2. If our Bid is accepted, we undertake to abide by all terms and conditions of this Scope and also to comply with the delivery schedule as mentioned in the Scope Document.
3. We agree to abide by this Scope Offer for 210 days from date of Scope (Commercial Bid) opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

11.3 Annexure 3: Conformity Letter

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

Date:

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

Further to our proposal dated _____, in response to the RFP document (hereinafter referred to as "**RFP DOCUMENT**") issued by **Bank** we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP document and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, provided however that only the list of deviations furnished by us in Annexure 5 of the main RFP document which are expressly accepted by the Bank and communicated to us in writing, shall form a valid and binding part of the aforesaid RFP document. 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.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

11.4 Annexure 4: Conformity with Hardcopy

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

Date:

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

Further to our proposal dated _____, in response to the RFP document 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 document 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.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

11.5 Annexure 5: Comments on Terms & Conditions

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

Please provide your comments on the Terms & conditions in this section. You are requested to categorize your comments under appropriate headings such as those pertaining to the Scope of work, Delivery timelines, Terms & Conditions etc. You are also requested to provide a reference of the page number, state the clarification point and the comment/ suggestion/ deviation that you propose as shown below.

S. No.	Page No.	Point/ Section	Clarification Point as stated in the Tender Doc.	Comment/ Suggestion/ Deviation

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

11.6 Annexure 6: Manufacturer's Authorization Form

Bidder is required to submit Manufacturer's Authorization Form (MAF) duly signed by OEM's authorized signatory in the format given below for the following list of Components:

1. Servers
2. Structured Cabling
3. Load Balancer
4. Tape Library
5. Core Switch SFP Modules

Manufacturer Authorization letter

Date:

To,
General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

We (Name of the Manufacturer) who are established and reputable manufacturers of having factories at,,, and do hereby authorize M/s ((Name of the Manufacturer) 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 warranty for the equipment and support services offered for our products supplied against this RFP by the above-mentioned Bidder.

We assure you that in the event of the Bidder not being able to fulfill its obligation in respect our standard Warranty and AMC terms, then _____ would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank, for the period of contract.

"Notwithstanding anything stated herein, in case of appliance i.e..... , the Support & Warranty (Support & Subscription)is extended directly by _____ to the Bank, for the period of contract."

Yours Faithfully,

Authorized Signatory
(Name, Phone No., Fax, E-mail)

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

11.7 Annexure 7: Letter from OEMs

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

Date:

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

We _____ (Name of the OEM) who are established and reputable manufacturers/ developers of _____ having Registered office at _____ do hereby authorize M/s _____ to submit Bid and negotiate and conclude a contract with you for the products manufactured/developed by us.

We also undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our warranty/ support and services through M/s _____ during the 5 years contract period as per terms and conditions of the RFP.

We also undertake that we have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.

We assure you that in the event of M/s _____ not being able to fulfil its obligation as Bidder in respect of the terms defined in the RFP, _____ (OEM Name) would continue to meet these either directly or through alternate arrangements without any additional cost to the Bank.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the OEM

Bidder is required to submit the above Undertaking duly signed by OEM's authorized signatory for the following list of Components:

1. Servers
2. Structured Cabling
3. Load Balancer
4. Tape Library
5. Core Switch

11.8 Annexure 8: Integrity Pact

INTEGRITY PACT

Between

Uttar Bihar Gramin Bank hereinafter referred to as “**The Principal**”,

And

..... hereinafter referred to as “**The Bidder/ Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal 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 Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , 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.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s)

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’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 of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/ Contractor(s) will not enter with other Bidders 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 cartelisation in the bidding process.

c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business

relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the *“Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at (page nos. 6-7)*

e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

Section 3- Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the *“Guidelines on Banning of business dealings”*. Copy of the *“Guidelines on Banning of business dealings” is placed at (page nos. 8-17).*

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in *“Guidelines on Banning of business dealings”*.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman , Uttar Bihar Gramin Bank.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman , Uttar Bihar Gramin Bank within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman , Uttar Bihar Gramin Bank , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman , Uttar Bihar Gramin Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word “**Monitor**” would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman , Uttar Bihar Gramin Bank .

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Muzaffarpur.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

For and On Behalf of <<Bidder>>	For and On Behalf of Uttar Bihar Gramin Bank
<hr/> Name: _____ Designation: _____	<hr/> Name: _____ Designation: _____
<u>Witness 1</u> <hr/> Signature: _____ Name: _____ Address: _____	<u>Witness 1</u> <hr/> Signature: _____ Name: _____ Address: _____
<u>Witness 2</u> <hr/> Signature: _____ Name: _____ Address: _____	<u>Witness 2</u> <hr/> Signature: _____ Name: _____ Address: _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with UTTAR BIHAR GRAMIN BANK shall apply for registration in the prescribed Application –Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by UTTAR BIHAR GRAMIN BANK.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Bank, it shall be confirmed whether it is real substantial Bank and details of the same shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by UTTAR BIHAR GRAMIN BANK in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by UTTAR BIHAR GRAMIN BANK in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by UTTAR BIHAR GRAMIN BANK. Besides this there would be a penalty of banning business dealings with UTTAR BIHAR GRAMIN BANK or damage or payment of a named sum.

Guidelines on Banning of Business Dealing

S.No.	Contents
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning/ Suspension
5.	Suspension of Business Dealing
6.	Ground on which Banning of Business Dealings can be Initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies- Suppliers/ Contractors
9.	Show-Cause Notice
10.	Appeal Against the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of Names of Agencies with Whom Business Dealings have been banned

1. Introduction

1.1 UTTAR BIHAR GRAMIN BANK, being a Public Sector Enterprise and 'State', within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. UTTAR BIHAR GRAMIN BANK has also to safeguard its commercial interests. UTTAR BIHAR GRAMIN BANK deals with *Agencies*, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of UTTAR BIHAR GRAMIN BANK to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on UTTAR BIHAR GRAMIN BANK to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of UTTAR BIHAR GRAMIN BANK generally provide that UTTAR BIHAR GRAMIN BANK reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Bank (UTTAR BIHAR GRAMIN BANK) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to all the Units and subsidiaries of UTTAR BIHAR GRAMIN BANK.

2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) *'Party / Contractor / Supplier / Purchaser / Customer/Bidder/Tenderer'* shall mean and include a public limited Bank or a private limited Bank, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. *'Party / Contractor / Supplier / Purchaser / Customer/*

Bidder / Tenderer' in the context of these guidelines is indicated as *'Agency'*.

ii) *'Inter-connected Agency'* shall mean two or more companies having any of the following features:

a) If one is a subsidiary of the other.

b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) *'Competent Authority'* and *'Appellate Authority'* shall mean the following:

a) For Bank (entire UTTAR BIHAR GRAMIN BANK) wide Banning GENERAL MANAGER (GAD) shall be the, *'Competent Authority'* for the purpose of these guidelines. Chairman, Uttar Bihar Gramin Bank shall be the *'Appellate Authority'* in respect of such cases except banning of business dealings with Foreign Suppliers of imported coal/coke.

b) For banning of business dealings with Foreign Suppliers of imported goods, UTTAR BIHAR GRAMIN BANK GAD Committee shall be the „*'Competent Authority'*“. The Appeal against the Order passed by GAD Committee, shall lie with Chairman, as First *'Appellate Authority'*.

c) In case the foreign supplier is not satisfied by the decision of the First *'Appellate Authority'*, it may approach UTTAR BIHAR GRAMIN BANK Board as Second *'Appellate Authority'*.

d) For Regional Offices only

Any officer not below the rank of Senior Manager appointed or nominated by the Head of Regional Office shall be the *'Competent Authority'* for the purpose of these guidelines. The Head of the concerned regional Office shall be the *'Appellate Authority'* in all such cases.

e) For Head Office only

For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Head of GAD shall be the *'Competent Authority'* and concerned GENERAL MANAGER (GAD) shall be the *'Appellate Authority'*.

e) Chairman, Uttar Bihar Gramin Bank shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) *'Investigating Department'* shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) *'List of approved Agencies - Parties / Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers'* shall mean and include list of approved / registered Agencies - *'Parties/ Contractors / Suppliers / Purchasers / Customers / Bidders / Tenderers'*, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Unit /Corporate Vigilance may also be competent to advise such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with UTTAR BIHAR GRAMIN BANK is under investigation by any department (except Foreign Suppliers of imported goods), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all Departmental Heads within the Plants / Units. During the period of suspension, no business dealing may be held with the Agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of UTTAR BIHAR GRAMIN BANK, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to GENERAL MANAGER (GAD), UTTAR BIHAR GRAMIN BANK Head Office along with the material available. If Head Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the Units and Subsidiaries of UTTAR BIHAR GRAMIN BANK to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the Units by the Competent Authority of the Head Office, copy of which may be endorsed to the Agency concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported goods, following shall be the procedure :-

- i) Suspension of the foreign suppliers shall apply throughout the Bank including Subsidiaries.
- ii) Based on the complaint forwarded by GENERAL MANAGER (GAD) or received directly by Head Office Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of UTTAR BIHAR GRAMIN BANK to continue to deal with such agency, pending investigation, Head Office Vigilance may send such recommendation on the matter to General Manager, GAD to place it before GAD Committee with GENERAL MANAGER (GAD) as Convenor of the Committee. The committee shall expeditiously examine the report, give its comments/recommendations within twenty one days of receipt of the reference by General Manager, GAD.
- iii) If GAD Committee opines that it is a fit case for suspension, GAD COMMITTEE may pass necessary orders which shall be communicated to the foreign supplier by General Manager, GAD.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or UTTAR BIHAR GRAMIN BANK, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of UTTAR BIHAR GRAMIN BANK without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging /forging /tampering of documents;

6.8 If the Agency uses intimidation / threatening or brings undue outside pressure on the Bank (UTTAR BIHAR GRAMIN BANK) or its official in acceptance / performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by Bank (UTTAR BIHAR GRAMIN BANK) or not;

6.11 Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the Bank (UTTAR BIHAR GRAMIN BANK) or even otherwise;

6.12 Established litigant nature of the Agency to derive undue benefit;

6.13 Continued poor performance of the Agency in several contracts;

6.14 If the Agency misuses the premises or facilities of the Bank (UTTAR BIHAR GRAMIN BANK), forcefully occupies, tampers or damages the Bank's properties including land, water resources, forests / trees, etc.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7 Banning of Business Dealings

7.1 A decision to ban business dealings with any Agency should apply throughout the Bank including Subsidiaries.

7.2 There will be a Standing Committee in each Region to be appointed by Head of Regional Office for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers of goods. However, for procurement of items / award of contracts, to meet the

requirement of Head Office only, the committee shall be consisting of General Manager / Chief Manager each from Operations, Law & GAD. Member from GAD shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for Bank-wide / Local unit wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.3 If Bank wide banning is contemplated by the banning Committee of any Region, the proposal should be sent by the committee to GENERAL MANAGER (GAD) through the Head of the Regional Office setting out the facts of the case and the justification of the action proposed along with all the relevant papers and documents. GAD shall get feedback about that agency from all other Regions and based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for Bank wide banning, then the case shall be sent back to the Head of Regional Office for further action at the Region level. If the prima-facie decision for Bank-wide banning has been taken, GENERAL MANAGER (GAD) shall issue a show-cause notice to the agency conveying why it should not be banned throughout UTTAR BIHAR GRAMIN BANK.

After considering the reply of the Agency and other circumstances and facts of the case, GENERAL MANAGER (GAD) will submit the case to the Competent Authority to take a final decision for Bank-wide banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported goods.

- Banning of the agencies shall apply throughout the Bank including Subsidiaries.
- Based on the complaint forwarded by GENERAL MANAGER (GAD) or received directly by Head Office Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of UTTAR BIHAR GRAMIN BANK to continue to deal with such agency, pending investigation, Head Office Vigilance may send such recommendation on the matter to General Manager, GAD to place it before Executive Directors" Committee (GAD COMMITTEE) with GENERAL MANAGER (GAD) as Convenor of the Committee.
- The committee shall expeditiously examine the report , give its comments/recommendations within twenty one days of receipt of the reference by General Manager, GAD.
- If GAD COMMITTEE opines that it is a fit case for initiating banning action, it will direct GENERAL MANAGER (GAD) to issue show-cause notice to the agency for replying within a reasonable period.
- On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by GENERAL MANAGER (GAD) to GAD COMMITTEE for consideration & decision.
- The decision of the GAD COMMITTEE shall be communicated to the agency by GENERAL MANAGER (GAD).

8. Removal from List of Approved Agencies - Suppliers / Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but Limited Tender Enquiry (LTE) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9 Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of UTTAR BIHAR GRAMIN BANK, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10 Appeal against the Decision of the Competent Authority

10.1 The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee/GAD COMMITTEE as the case may be for examination and recommendation.

12 Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Head Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency has been banned by the Central or State Government or any other Public Sector Enterprise, UTTAR BIHAR GRAMIN BANK may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter-connected Agencies.

12.4 Based on the above, Regional Offices may formulate their own procedure for implementation of the Guidelines and same be made a part of the tender documents.

11.9 Annexure 9: Guidelines, Terms & Conditions and Process Flow for E-Procurement Auction

Rules for Reverse Auction (It should be only for the reverse auction)

1. Any Bidder, whose technical bid has not been found acceptable, will be entitled to take back the unopened envelope containing indicative price (/Indicative Commercial bid). For the purpose of arriving at Start Bid price the Bank will take into cognizance the indicative rates offered by the Technically Qualified Bidders in which process the Bidder will not be involved. There would however be no compulsion on the part of the Bank to accept the indicative prices (indicative Commercial Bid) as Bench Mark for determining the Start Bid price and the Bank may at its discretion use any other process / methodology to determine the Start Bid Price without having to disclose the basis to the Bidders.
2. A reverse auction event will be carried out by an agency appointed by the Bank, among the Technically Qualified Bidders, for providing opportunities to the Bidders to bid dynamically. At the end of reverse auction process, the lowest bidder (L1) in reverse auction process will be identified.
3. In case the lowest bidder fails to honor their commitment given during reverse auction event, action as deemed fit shall be taken.

Reverse Auction Event Information

The short listed Bidders after the technical evaluation stage will participate in the reverse auction conducted by an agency appointed by the Bank.

Date for Reverse Auction training: Will be informed after Technical Evaluation of bids.

Date and time of reverse auction: Will be informed after Technical Evaluation of bids.

Terms & Conditions of Reverse Auction

1. TRAINING: An agency appointed by the Bank will conduct adequate training to the technically qualified Bidders on the bidding process. The Bidder has to participate in the training at their own cost.
2. LOG IN NAME & PASSWORD: Each technically qualified Bidder will be assigned a Unique User Name & Password by the agency appointed by the Bank. The Bidders are requested to change the Password and edit the information in the Registration Page after the receipt of initial Password from the agency appointed by the Bank. All bids made from the Login ID given to the Bidder will be deemed to have been made by the Bidder.
3. BIDS PLACED BY BIDDER: The bid of the Bidder will be taken to be an offer to sell. Bids once made by the Bidder cannot be cancelled. The Bidder is bound to sell the material as mentioned above at the price that they bid.
4. LOWEST BID OF BIDDER: In case the Bidder submits more than one bid, the lowest bid will be considered as the Bidder's final offer to sell
5. AUCTION TYPE: The Bidders will be able to view the rank of different Bidders. The Bidder will not be able to view the current lowest price on the portal.
6. VISIBILITY TO BIDDER: The Bidder shall be able to view the following on his screen along with the necessary fields:
 - Rank of other Bidders
 - Rank of the Bidder

7. **MASKED NAMES:** The original names of the Bidders shall be masked in the Reverse Auction and they shall be given dummy names. After the completion of the Reverse Auction event, the agency appointed by the Bank shall submit the Report to UBGB with the original names displayed.
8. **GENERAL TERMS & CONDITIONS:** Bidders are required to read the “Terms and Conditions” section of the auctions site (of the agency concerned, using the Login IDs and passwords given to them.
9. **OTHER TERMS & CONDITIONS:**
 - The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other Bidders
 - The Bidder shall not divulge either his Bids or any other exclusive details of UBGB to any other party.
 - UBGB’s decision on award of Contract shall be final and binding on all the Bidders.
 - UBGB can decide to extend, reschedule or cancel any Auction. Any changes made by UBGB after the first posting will have to be accepted if the Bidder continues to access the site after that time.
 - UBGB and the agency shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
 - UBGB and the agency are not responsible for any damages, including damages that result from, but are not limited to negligence. The agency will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

All the Bidders are required to submit the Reverse auction process compliance Form after the training program duly signed to UBGB. After the receipt of the Agreement Form, Log in ID & Password shall be allotted to the Technically Qualified Bidders.

Auction Format	<p>ENGLISH REVERSE NO TIES AUCTION</p> <ul style="list-style-type: none"> • There is only 1 Bidder at a particular position / rank, which means 1 L1, 1 L2 & so on. The criteria followed here is of Price only. So, the Bidder who quotes the lowest Price is declared as the winner of the Auction. • A Bidder here can revise his bids. The revised price should be lower than the L-1 price at that point of time.
Bidding Process and Timeline	<p>You should complete the following steps:</p> <ul style="list-style-type: none"> • Participate in the training Program for bidding by the agency appointed by the Bank on the dates mentioned in this document • You should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event.
Start Bid Price	<ul style="list-style-type: none"> • Start bid price is the upper/ ceiling price of the contract value fixed by UBGB for the reverse auction event. Bidders can bid only lower than the start bid price. • Start bid price shall be available to the Bidders during the start of the auction on the auction site.
Bid Decrement	<ul style="list-style-type: none"> • Bid Decrement is the fixed amount by which, or by multiples of which, the next bid value can be decreased • Bid Decrement shall be available to the Bidders during the start of the auction on the auction site

Bid Price in Reverse Auction	Kindly mention the bid price basis i.e. the price quoted in the reverse Auction shall be lump sum exclusive of all taxes
Auto Bids	Auto Bid function shall be disabled during the e- procurement auction
Auction Duration	The auction will be of 1 hour duration. In case there is a bid by any Bidder within 5 minutes of closing of the auction, the auction will be extended by another 5 minutes. Such extension will be allowed to continue till no quote is placed within 5 minutes of the last quote or 30 minutes whichever is lower. In any event the auction process deems to have concluded by 90 minutes from the start of the auction. Auto-bid feature will be disabled from the start time of bidding. This feature will be explained during training.
Price Bid Evaluation and Award of Purchase Order	<ul style="list-style-type: none"> • At the end of reverse auction process, L1 of Reverse Auction will be identified. • UBGB reserves the right to reject any or all the bids without assigning any reason whatsoever.

The above terms and conditions are acceptable to us

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

Undertaking 1

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

Date:

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the E-procurement Auction Annexure enclosed with the RFP document of UTTAR BIHAR GRAMIN BANK

This letter is to confirm that:

1. The undersigned is authorized representative of the company.
2. We confirm that we have changed our password after first login.
3. We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in RFP of UBGB and confirm our agreement to them.
4. We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
5. We confirm that UBGB and the agency India shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize the agency to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us on either UTTAR BIHAR GRAMIN BANK or the agency appointed by the Bank regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. I/we do understand that the agency may bid on behalf of other vendors as well in case of above-mentioned exigencies.
8. We, hereby confirm that we will honour the Bids placed by us during the auction process.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

Undertaking 2: Letter of Indemnity

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

Date:

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

We refer to our bid dated _____ for RFP for _____

We, _____ (Company) hereby undertake to indemnify UTTAR BIHAR GRAMIN BANK and agree to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademark, copyrights etc.

The Bank undertakes to:

- (i) give prompt notice to the Vendor concerning the existence of the indemnifiable event;
- (ii) grant authority to the Vendor to defend or settle any related action or claim; and,
- (iii) provide, at the Vendor's expense, such information, cooperation and assistance to the Vendor as may be reasonably necessary for the Vendor to defend or settle the claim or action. Bank's failure to give prompt notice shall not constitute a waiver of the Bank's right to indemnification and shall affect the Vendor's indemnification obligations only to the extent that the Vendor's rights are materially prejudiced by such failure or delay.

Notwithstanding anything to the contrary set forth herein,

- (i) the Bank may participate, at its own expense, in any defense and settlement directly or through counsel of its choice, and
- (ii) the Vendor shall not enter into any settlement agreement on terms that would diminish the rights provided to the Bank or increase the obligations assumed by the Bank under this Agreement, without the prior written consent of the Bank. If the Vendor elects not to defend any claim, the Bank shall have the right to defend or settle the claim as it may deem appropriate, at the cost and expense of the Vendor, and shall be entitled to deduct from payments to the Vendor such costs and expenses as may be incurred by the Bank provided however should the amount payable to the Vendor be insufficient to recover the expenses incurred by the Bank, the Vendor shall promptly reimburse the Bank for all costs, expenses, settlement amounts and other damages.

In the event of any loss or damage on account of error in reconciliation, any reason whatsoever, Vendor shall liable to the Bank for each such event and in respect of each occasion at which such event occurs. If the Bank is in a position to recover a part of or the entire amount of loss suffered by the Bank from its insurance claims and provided that the Vendor has reimbursed the Bank of the entire loss, the amount recovered by the Bank from the insurer shall be refunded to the Vendor.

Vendor is also liable to bear any losses for failure on part of the vendor that bank or customer suffers owing to lapses in reconciliation or due to occurrence of any fraudulent transactions going unnoticed on account of reconciliation failure, security procedures or standards. The Vendor shall adequately compensate the bank for any loss occurred to the bank due to the any system/Procedure/Service lacuna of the outsourced agency.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

11.10 Annexure 10: Product Mapping

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

Date:

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

We refer to our bid dated _____, we hereby confirm on our proposed stack:

S.No.	Component	OEM	Model & Version
1.	Load Balancer		
2.	Structured Cabling		
3.	Any other (please specify)		
4.	Any other (please specify)		

Declaration:

1. We confirm that we will abide by the above mentioned details.
2. We confirm that this response is final and binding on us and we will be liable for disqualification in case any discrepancy is found at a later stage.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

11.11 Annexure 11: Bid Security Declaration

To,
General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

RFP Ref: XX

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Name: _____

Designation: _____

Date: _____

Signature: _____

Company Seal

11.12 Annexure 12: Format for Performance Bank Guarantee (Two Separate PBG to be issued separately for both RRBs)

TO,
General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN – 842001

In consideration of M/s UTTAR BIHAR GRAMIN BANK having Registered Office at Sharma Complex, Kalambagh Chowk , Muzaffarpur 400 021 (hereinafter referred to as “Bank”) having agreed to purchase ----- (hereinafter referred to as “Goods”) from M/s -----(hereinafter referred to as “Vendor”) on the terms and conditions contained in their agreement/purchase order No----- dt.----- (hereinafter referred to as the “Contract”) subject to the Vendor furnishing a Bank Guarantee to the Bank as to the due performance of the-----, as per the terms and conditions duly stipulated in the aforesaid contract, to be supplied by the Vendor and also guaranteeing the maintenance, by the Vendor , ----- as per the terms and conditions of the said contract;

We, ----- (detail address of Guarantor Bank) (hereinafter called “Guarantor Bank”), in consideration of the premises and at the request of the Vendor, do hereby guarantee and undertake to pay to the Bank, forthwith and immediate on mere written demand and without any demur, at any time within the validity date up to ----- any money or moneys not exceeding a total sum of Rs----- (Rupees----- only) as may be claimed by the Bank to be due from the Vendor by way of loss or damage caused to or would be caused to or suffered by the Bank by reason of failure of Performance ----- as per the said contract, and also failure of the Vendor to maintain the - ----- as per the terms and conditions of the said contract.

Notwithstanding anything to the contrary, the decision of the Bank as to whether Vendor has failed to perform as per the Terms and conditions of the said contract, and also as to whether the Vendor has failed to maintain the ----- as per the terms and conditions of the said contract will be final and binding on the Guarantor Bank and the Guarantor Bank shall not be entitled to ask the Bank to establish its claim or claims under this Guarantee but shall pay the Guarantee amount to the Bank forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the Vendor. Any such demand made by the Bank on the Guarantor Bank shall be conclusive and binding notwithstanding :-

Any dispute that might have cropped up between the Bank and the vendor, or

Any dispute might have been pending, between the Bank and the vendor, before any court, Tribunal, Arbitrator or any other authority or

Any variation of the contract or any other act, omission or promise made by the Bank and agreed by the Bank and the Vendor, the effect of which, is the discharge of the Guarantor Bank.

This Guarantee shall expire on -----; without prejudice to the Bank’s claim or claims demanded from or otherwise notified to the Guarantor Bank in writing on or before the said date i.e. ----- (this date should be date of expiry of Guarantee).

The Guarantor Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of the Bank in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of the Bank under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or the Bank certifies that the terms and conditions of the said contract have been fully carried out by the Vendor and accordingly discharges the Guarantee.

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 Vendor 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 provisions of this Guarantee.

The Guarantor Bank agrees with the Bank that the Vendor shall have the fullest liberty without affecting in any manner the Guarantor Bank's obligations under this Guarantee to extend the time of performance by the contractor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by the Bank against the Vendor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Guarantor Bank shall not be released from its liability for the reasons of any such extensions being granted to the Vendor for any forbearance, act or omission on the part of the Bank or any other indulgence shown by the Bank or by any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so relieving the Guarantor Bank.

The Guarantee shall not be affected by any change in the constitution of the Vendor or the Guarantor Bank nor shall it be affected by any change in the constitution of the Bank by any amalgamation or absorption or with the Vendor, Guarantor Bank or the Bank, but Guarantor Bank will ensure that this guarantee shall be available to and enforceable by the absorbing or amalgamated company or concern.

This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by Guarantor Bank (whether singly or jointly with other banks) on behalf of the Vendor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing un-cancelled and we the Guarantor Bank further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the Vendor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

Any notice by way of demand or otherwise under this guarantee may be sent by special courier, telex, fax or registered post to our local address as mentioned in this guarantee.

The expression "Bank", "Guarantor Bank" and "Vendor" hereinbefore used shall include their respective successors and assigns.

Notwithstanding anything contained herein:-

Our liability under this Bank Guarantee shall not exceed Rs.------(Rupees-----only);

This Bank Guarantee shall be valid up to -----; and

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).

The Guarantor Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Guarantor Bank.

Date this ----- day of ----- 2021 at Muzaffarpur_____.

For and on behalf of ----- Guarantor Bank.

11.13 Annexure 13: Non-Disclosure Agreement

This Agreement made at _____, on this _____ day of _____ 2021, BETWEEN _____ a Company incorporated under the Companies Act, 1956 having its registered office at _____ (hereinafter referred to as “_____” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the ONE PART;

AND

UTTAR BIHAR GRAMIN BANK, a body corporate constituted under the Regional Rural Act 1976 and having its head Office at Sharma Complex Kalambagh Chowk, Muzaffarpur–842001 (hereinafter referred to as “UBGB” which expression unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHERPART

And UBGB are herein after individually referred to as party and collectively referred to as “the Parties”. Either of the parties which discloses or receives the confidential information is respectively referred to herein as Disclosing Party and Receiving Party.

WHEREAS:

The Parties intend to engage in discussions and negotiations concerning the establishment of a business relationship between them. In the course of such discussions and negotiations, it is anticipated that both the parties may disclose or deliver to either of the Parties certain or some of its trade secrets or confidential or proprietary information, for the purpose of enabling the other party to evaluate the feasibility of such business relationship (hereinafter referred to as “the Purpose”).

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS FOLLOWS:

1. Confidential Information: “Confidential Information” means all information disclosed/ furnished by either of the parties to another Party in connection with the business transacted/ to be transacted between the Parties and/ or in the course of discussions and negotiations between them in connection with the Purpose. Confidential Information shall include customer data, any copy, abstract, extract, sample, note or module thereof.

Either of the Parties may use the Confidential Information solely for and in connection with the Purpose.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show:

- a. is now or subsequently becomes legally and publicly available without breach of this Agreement by the Receiving Party,
- b. was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party,
- c. was rightfully obtained by the Receiving Party from a source other than the disclosing Party without any obligation of confidentiality, or
- d. was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.

2. Non-disclosure: The Receiving Party shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the Receiving Party who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Receiving Party may

disclose Confidential Information to consultants only if the consultant has executed a Non-disclosure Agreement with the Receiving Party that contains terms and conditions that are no less restrictive than these. The Receiving Party shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Receiving Party agrees to notify the Disclosing Party immediately if it learns of any use or disclosure of the Disclosing Party's Confidential Information in violation of the terms of this Agreement. Further, any breach of non-disclosure obligations by such employees or consultants shall be deemed to be a breach of this Agreement by the Receiving Party and the Receiving Party shall be accordingly liable therefore.

Provided that the Receiving Party may disclose Confidential information to a court or governmental agency pursuant to an order of such court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3. Publications: Neither Party shall make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents/ provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of the other Party.

4. Term: This Agreement shall be effective from the date hereof and shall continue till establishment of business relationship between the Parties and execution of definitive agreements thereafter. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

Notwithstanding anything to the contrary contained herein the confidential information shall continue to remain confidential until it reaches the public domain in the normal course.

Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by the Disclosing Party to the Receiving Party, the Disclosing Party shall retain title and all intellectual property and proprietary rights in the Confidential Information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by such Party is either granted or implied by the conveying of Confidential Information. The Receiving Party shall not conceal, alter, obliterate, mutilate, deface or otherwise interfere with any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Disclosing Party on any copy of the Confidential Information, and shall reproduce any such mark or notice on all copies of such Confidential Information. Likewise, the Receiving Party shall not add or emboss its own or any other any mark, symbol or logo on such Confidential Information.

5. Return of Confidential Information: Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all copies, abstract, extracts, samples, notes or modules thereof to the Disclosing Party within seven (7) days after receipt of notice, and (iii) upon request of the Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

6. Remedies: The Receiving Party acknowledges that if the Receiving Party fails to comply with any of its obligations hereunder, the Disclosing Party may suffer immediate, irreparable harm for which monetary damages may not be adequate. The Receiving Party agrees that, in addition to all other remedies provided at law or in equity, the Disclosing Party shall be entitled to injunctive relief

hereunder.

7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/ or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

8. Governing Law and Jurisdiction: The provisions of this Agreement shall be governed by the laws of India. The disputes, if any, arising out of this Agreement shall be submitted to the jurisdiction of the courts/ tribunals in Mumbai.

9. General: The Receiving Party shall not reverse-engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder. All Confidential Information is provided "as is". In no event shall the Disclosing Party be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by the parties constitutes any representation, warranty, assurance, guarantee or inducement by either party to the other with respect to the fitness of such Confidential Information for any particular purpose or infringement of trademarks, patents, copyrights or any right of third persons.

10. Indemnity: The receiving party should indemnify and keep indemnified, saved, defended, harmless against any loss, damage, costs etc. incurred and/ or suffered by the disclosing party arising out of breach of confidentiality obligations under this agreement by the receiving party etc., officers, employees, agents or consultants.

IN WITNESS WHERE OF, the Parties hereto have executed these presents the day, month and year first hereinabove written.

For and on behalf of <<Vendor>>

Name of Authorized Signatory

Designation:

For and on behalf of UTTAR BIHAR GRAMIN
BANK

Name of Authorized signatory:

Designation:

11.14 Annexure 14: Land Border with India

(This letter should be on the letterhead of the Bidder & OEMs duly signed by an authorized signatory)

Date:

To

General Manager,
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN - 842001

Dear Sir,

I have read Office Memorandum F.No.6/18/2019-PPD dated 23.07.2020 issued by the Ministry of Finance, Department of Expenditure, Public Procurement Division inserting Rule 144 (xi) in GFRs 2017 which defines clauses regarding restrictions or procurement from a bidder of a country which shares a land border with India. I certify that _____ (Bidder / OEM Name) is not from such a country or, if from such a country, has been registered with the competent authority, I certify that this bidder / OEM 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.]”

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the OEM

11.15 Annexure 15: Pre-Bid Query Format

Queries are to sent only in the following format:

S.No.	Page No.	Point/ Section	Query	Bank's Response <i>(Bidder should not fill in this column)</i>

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

11.16 Annexure 16: Undertaking Letter

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

Date:

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN – 842001

Dear Sir,

We _____ (bidder name), hereby undertake that-

- We have not been blacklisted by the Government Authority or Public Sector Undertaking (PSUs) in India or any Financial Institution in India as on date of submission of response.
- We also undertake that, as on date of submission of response no legal case is pending against firm that may affect the solvency / existence of our firm or in any other way that may affect capability to provide / continue the services to bank.
- We also confirm that we are not a NPA holder in any Bank/Financial Institution.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

11.17 Annexure 17: Acceptance Letter

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

Date:

To

General Manager
Information Technology Department
Uttar Bihar Gramin Bank
Head Office, Sharma Complex
Kalambagh Chowk, Muzaffarpur (Bihar)
PIN – 842001

Dear Sir,

The details submitted are true and correct to the best of our knowledge and if it is proved otherwise at any stage of execution/after execution of the contract, Bank has the right to summarily reject the proposal and disqualify us from the process.

We hereby acknowledge and confirm having accepted that, Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria, set out in the RFP and its related documents, in short listing of bidders for providing software solution.

We also acknowledge the information that, this response of our Company for the Bank's RFP process is valid for a period of 180 days, for the selection purpose, from the date of expiry of the last date for submission for response to RFP and related enclosures.

We also confirm that we have noted the contents of the RFP including various documents forming part of it and have ensured that there is no deviation in submitting our offer in response to the tender. The Bank will have the option to disqualify us in case of any such deviations.

We also confirm that we will abide by the Terms & Conditions mentioned in the Tender Document in full and without any deviation.

Authorised Signatory

(Name: Contact Person, Phone No., Fax, E-mail)

Company Seal of the Bidder

12.Disclaimer

The RFP document is not an offer made by UTTAR BIHAR GRAMIN BANK but an invitation for response based on which the Bank may further evaluate the response or call for alternate or more responses from other Bidders. The Bank has the right to ask for other competitive quotations and can award any part or complete work to another Bidders whom so ever they feel eligible for the same taking into consideration the price and quality.

End of Document