



REQUEST FOR PROPOSAL

**SUPPLY, INSTALLATION, CUSTOMIZATION,
TRAINING & SUPPORT OF EARLY WARNING SIGNALS (EWS) SOLUTION**

CREDIT MONITORING DEPARTMENT

**HEAD OFFICE
NAINITAL**

The Nainital Bank Limited

04th June, 2021

RFP Reference No.- **NTB/CRM/EWS/2021/06/011**

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1. Section I – Invitation to Bid

RFP No. NTB/CRM/EWS/2021/06/011

The Nainital Bank Ltd.
Head Office,
Seven Oaks Building,
Mallital, Nainital, Uttarakhand - 263001

Dated: 04.06.2021

The Nainital Bank Ltd. invites bids (Technical & Financial) from eligible bidders which are valid for a period of 180 days from the last date of submission of bid date for “SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF EARLY WARNING SIGNALS (EWS) SOLUTION”.

Scope of Work	SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF EARLY WARNING SIGNALS (EWS) SOLUTION	
Application Money	Rs. 25,000/- (Rupees Twenty Five Thousand Only)	Application money has to be deposited as DD/PO/NEFT* at the time of submission of Bid.
EMD (Earnest Money Deposit) to be submitted	Rs. 5,00,000/- (Rupees Five Lakhs Only)	Earnest Money Deposit (EMD) submitted in the form of DD/PO/NEFT/RTGS* or Bank Guarantee which should be valid for a period of 6 months from last date for bid submission date. EMD to be deposited along with the bid.
Last date and time of submission of Bids	24/06/2021 (1600 Hrs)	
Date and time of opening of Eligibility cum Technical Bids (envelope 1 and envelope 2)	Date and time of opening of envelope 1 & 2 will be shared later to the bidders (through the authorized e-mail ID shared by the bidders in Pt. 6.1- Bidder's profile)	

Interested parties may view and download the RFP Document containing the detailed terms & conditions, from the website <https://www.nainitalbank.co.in/english/tender.aspx>

***DD/PO/NEFT/RTGS and Bank Guarantee should be made in favour of The Nainital Bank Ltd. and DD/PO be made Payable at Haldwani.**

RFP Coordinator – Mr. Sumit Bhandari
Contact No – 05942-231922, 9557678333, 7055101624
e-mail – crm@nainitalbank.co.in

2. Document Control Sheet

Tender Reference No.	NTB/CRM/EWS/2021/06/011
Name of Organization	THE NAINITAL BANK LIMITED
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services/Goods
Type/Form of Contract (Work/Supply/Auction/Service/Buy/ Empanelment/Sell)	Supply/Service/Buy
Technical Evaluation (Yes/No)	Yes
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Offline or Online
RFP Issuance Date	04/06/2021
RFP Coordinator	RFP Coordinator – Mr. Sumit Bhandari Contact No – 05942-231922, 9557678333 e-mail – crm@nainitalbank.co.in
Last date of receiving written request for clarifications before the pre-bid meeting	16:00 hrs on 09/06/2021 -mail to: crm@nainitalbank.co.in
Pre-bid meeting	<ul style="list-style-type: none"> • Due to Covid-19 crisis, pre bid meeting will be held through the online mode on 11/06/2021 between 1:00 PM and 3:00PM. • Bidder to submit the names of -2- authorized officials/persons (Maximum) along with their contact numbers, designations and e-mail IDs on crm@nainitalbank.co.in by 09.06.2021 and clarification sought (if any) in the prescribed format mentioned at point 4.8. • Invitation link of the meeting will be sent by the Bank to email IDs (max 2) of authorized officials/persons of the bidder to join the Online Pre-bid Meeting as per the schedule mentioned above. • In order to join the on-line pre bid meeting the Bidder's representatives will have to click the link provided (through e-mail by the Bank).
Last date of submission of RFP response (Closing date) And address for submission of Bid	1600 Hrs. on 24/06/2021 at The Nainital Bank Ltd., Regional Office, Naini Bank Bhawan, Railway Bazaar , Haldwani Uttarakhand- 263 139.

Mode of Submission of Bid	<p>The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at above address on or before 24.06.2021. The date on dispatch of Courier / Registered Post / Speed Post receipt should be on or before last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email id of RFP Coordinator mentioned in Document Control Sheet. However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 7 days from last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, due such misplacement or non-delivery of said bid envelope.</p> <p>Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 7 days from last date of bid submission cannot resubmit his bid on the pretext of misplacement or non-delivery of the Bid envelope.</p>
Date and time of opening of Eligibility cum Technical Bids (envelope 1 and envelope 2)	Date and time of opening of envelope 1 & 2 will be shared later on to the bidders (through the authorized e-mail ID shared by the bidders.)
Date of Technical Presentation	Date of technical presentation will be shared later on to the eligible bidders through authorized e-mail ID shared by the bidders.
Contract Type (Empanelment/Tender)	Tender
Multiple Technical Annexure(s)	Yes
Quoting for all Technical Annexures is compulsory	Yes
Application Money	<p>Application Money of Rs. 25,000/- (Rupees Twenty Five Thousand Only)* has to be deposited as DD / PO / NEFT at the time of Bid submission. The NEFT should be sent on or before revised last date of Bid submission as per account details mentioned below:</p> <p>Account Name - Adjusting Account Account Number - 999ADJAC IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital. In case the Application money is deposited however the bid is not received by the Bank within the prescribed time limit mentioned heretofore, shall not make the bid to be treated as submitted.</p>
Bid Security (Earnest Money Deposit)	Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakh Only)* submitted in the form of DD/PO/ NEFT /

	<p>RTGS or Bank Guarantee which should be valid for a period of 6 months from last date for bid submission date. EMD to be deposited along with the bid. The NEFT should be sent on or before revised last date of Bid submission as per account details mentioned below: Account Name - Adjusting Account Account Number - 999ADJAC IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital.</p> <p>In case the EMD is deposited however the bid is not received by the Bank within the prescribed time limit mentioned heretofore, shall not make the bid to be treated as submitted.</p>
Bid Validity days	180 days from the last date for submission of bid
Location for Submission of Bid	The Nainital Bank Ltd., Regional Office Naini Bank Bhawan Railway Bazaar , Haldwani Uttarakhand- 263 139.
Validity of Contract	Five years from the date of signing of Agreement, extendable for further Two years at option of the Bank
Address for Communication	Mr. Sumit Bhandari RFP Coordinator, The Nainital Bank Limited Head Office, Seven Oaks Building Mallital, Nainital Uttarakhand- 263 001.

* MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the tender. (Please refer Pt. 4.6 of this RFP document for detailing the MSE clause)

3. DISCLAIMER

Subject to any law to the contrary and to the maximum extent permitted by law, the Bank and its Directors, Officers, employees, contractors, representatives, agents and advisors disclaim all liability from any loss, claim, expenses (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursement incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“losses”) suffered by any person acting on or refraining from acting because of any presumption or information (whether oral or written and whether expressed or implied), including forecasts, statements, estimate or projections contained in this RFP document or conduct ancillary to it whether or not the losses rise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its Directors, officers, employees, contractors, representatives, agents, or advisors.

4. Section II: Instructions for Bid Submission

4.1. Executive summary of the project

The Nainital Bank Limited was established in the year 1922 with the objective to cater banking needs of the people of the region. Bank of Baroda, a premier nationalized bank, is managing the affairs of The Nainital Bank Limited since 1973. The Bank is having 162 branches at present operating in five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. Bank's Head Office is at Nainital, Uttarakhand and -3- Regional Offices are functioning at Delhi, Dehradun and Haldwani. The Bank is running with a vision which states: "To emerge as a customer centric National Bank & become the most preferred bank for its product, services, technology, efficiency & financials."

Scope of RFP in brief is mentioned below: The objective of this RFP envisages an end-to-end comprehensive solution for EWS which includes supply, installation, design, sizing, training, customization, configuration, implementation, maintenance and support of the software and other components required. This would also envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, training, knowledge transfer and support. The broad scope of work for the EWS solution is given in the 'Scope of work' section wherein the selected bidder has to provide the necessary system to enable implementation of Early Warning Signal Solution, including all additional middleware as required by the offered solution, application software and all related components, complete interface with the Finacle 10.X CBS solution and other applications implementation and ongoing support services. This is an end to end project and all the items required for making the application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

4.2. Preparation of Bids

Bidder should consider all corrigendum/s, (if any), published on the Bank's website related to the RFP Document before submitting their bids.

Please go through the tender advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of envelope in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

4.3. Submission of Bids

The bidder shall seal the original DD/PO or Bank Guarantee as EMD and Application fees in form of DD/PO in an envelope which be marked as Envelope No. 1 along with other Pre-qualification documents. If the same are deposited through NEFT/RTGS details of same should be submitted in the Bidder's Profile.

The Bidder shall mark its company/firm/LLP name and tender reference number on the back of the Bank Demand Draft before sealing the same. The address of The Nainital Bank Ltd., name and address of the bidder and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, THE NAINITAL BANK LTD. will not assume any responsibility for its misplacement, pre-mature opening etc.

The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at **The Nainital Bank Ltd., Regional Office, Naini Bank Bhawan, Railway Bazaar, Haldwani, Uttarakhand- 263139** on or before 24.06.2021 (Bid Submission Date). The date on dispatch of Courier / Registered Post / Speed Post receipt should be on or before last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email id of RFP Coordinator mentioned in Document Control Sheet. However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 7 days from last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, due such misplacement or non-delivery of said bid envelope. Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 7 days from last date of bid submission cannot resubmit his bid on the pretext of misplacement or non-delivery of the Bid envelope.

Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and no other format is acceptable. If the Bidder(s) adopts any other format, such bid(s) shall be rejected.

4.4. Assistance to Bidders

Any queries relating to the RFP Document and the terms and conditions contained therein should be addressed to the RFP Coordinator indicated in this RFP.

4.5. Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bid or otherwise. The Bank, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

4.6. Micro and Small Enterprise (MSE)

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost (application money) for Micro and Small Enterprise MSE.

1. MSEs are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence issued by NSIC. For MSEs Government of India provisions shall be considered while evaluating the tender. Bids received without EMD and tender cost (application money) from bidders not having valid NSIC registered documents for exemption will not be considered.
2. To qualify for EMD & Tender Fee / Cost (application fee) exemption, firms should necessarily

enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSE firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption (application fee).

3. MSE bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
4. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

4.7. Contents of the RFP Document

The RFP Document is divided into following sections:

1. Section I - Invitation for Bids
2. Section II - Instructions for Bid submission
3. Section III - General Conditions of the Contract
4. Section IV - Bid Submission Format
5. Section V - Scope of Work
6. Section VI – Financial bid

The Bidder is expected to examine all instructions, forms, terms & conditions, and scope of work in the RFP Document and furnish all information as stipulated therein.

4.8. Clarification on RFP Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, through email, at the Bank's e-mail address i.e. crm@nainitalbank.co.in and as per schedule indicated under **Document Control Sheet of Section I – Invitation for Bids**. The queries must be submitted in the following format (in Excel file,*.xls) shall only be considered for clarification:

Sr. No	Page No./ Section No.	Clause No.	Reference/ Subject	Clarification Sought
..

The Bank will only respond to queries submitted in the above excel format.

All queries on the RFP Document should be received on or before as prescribed by the Bank in Section I of this RFP Document. Bank's response (including the query but without identifying the source of inquiry) would be provided to the bidders present during the Pre-bid meeting and corrigendum (if any) would be uploaded on bank's website <https://www.nainitalbank.co.in/english/tender.aspx>. Bidders are responsible for duly checking the above website for any corrigendum and Bank's response.

Note: Inputs/suggestions/queries submitted by bidders as part of the pre-bid queries and otherwise will be given due consideration by the Bank, however THE NAINITAL BANK LTD. is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their

submissions. If an input is considered valid by the bank the same will be accepted and incorporated as part of the corrigendum and shall be published on Bank's website.

4.9. Amendment of RFP Document

At any time prior to the last date for receipt of bids, the Bank, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

Any Amendments will be notified in writing on bank's website www.nainitalbank.co.in under Tender Option and will be binding on all bidders.

In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank may, at its discretion, extend the last date for the receipt of Bids. Any or all corrigendum/amendments notified by the Bank shall be treated integral part of this RFP

4.10. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Bank, shall be written in **English language**.

4.11. Documents Comprising the Bids

The bid prepared by the Bidder shall comprise of the following components:

1. Envelope 1 -Pre Qualification envelope

The Pre-qualification envelope, besides the other requirements of the Tender, shall comprise of the following: (The envelope should be marked as "Pre-Qualification")

- Bid Submission Cover Letter
- Bidder's Profile as per format provided in Pt. 6.1
- Application Money in form of DD/PO in original or details of NEFT in Bidder's Profile
- Original EMD (as mentioned in this RFP) - the original DD/PO/Bank Guarantee for EMD must be submitted in a sealed envelope mentioning "EMD-NTB/CRM/EWS/2021/06/011" by Bid submission end date as mentioned in Section 1 – Invitation of Bids (or) details of RTGS/NEFT (in Bidder's Profile) credited to Bank against EMD
- Compliance List of Documents for all the requisite documents
- Undertaking for no deviation as per format provided in Pt. 6.7
- Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents asked for eligibility criteria.
- Written power-of-attorney or latest Board Resolution in case of company authorizing the Principal Officer / Authorized representative to submit and duly sign the bid. The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

2. Envelope 2 - Technical Bid envelope

The Technical Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as "Technical bid")

- Technical Bid Letter
- Undertaking for Information Security as per format provided in Pt. 6.4
- Undertaking by the bidder as per format provide in Pt. 6.5
- Methodology and Project Plan
- Bidder Solution
- Proposed hardware specification
- Supporting documents as required in technical score sheet
- All documents including Power point presentation, solution document, technical compliance in a storage media. Technical compliance and bill of material has to be submitted in excel format. All documents should be signed and stamped by the authorized person.

3. Envelope 3 - Commercial Bid envelope

The Commercial Bid, besides the other requirements of the Tender, shall comprise of the following:(The envelope should be marked as “Commercial bid”)

- Commercial Bid Letter
- Commercial Bid as per format given in this RFP
- Undertaking by the bidder as per format provide in Pt. 6.5
- Undertaking for price Validity and acceptance of all terms and conditions of RFP as per Pt. 6.6.

A standard format for submission of commercial bids has been provided with the tender to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided and submission in any other format will lead to rejection of the bid

4.12. Bid Prices

The Bidder shall indicate in the proforma prescribed total Bid Prices of the services/software/solution, it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Documents.

In the absence of above information as requested, a bid may be considered incomplete and be summarily rejected.

The Bidder shall prepare the bid based on details provided in the RFP Documents. **It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work/ solution required by the Bank and is not in any way exhaustive and guaranteed by the Bank. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP Documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP Documents.**

4.13. Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Bank reserves the right to negotiate the prices quoted in the bid to

effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Commercial bid should clearly indicate the price to be charged and Taxes will be applicable as per actuals. It is mandatory that such charges wherever applicable/payable should be indicated separately in **Section VI – Financial Bid Format**. However, should there be a change in the applicable taxes, the same may apply.

4.14. Bidder Qualification

The "Bidder" as used in the RFP Documents shall mean the one who has signed the Tender Form. The Bidder may be either the **Principal Officer** or his duly **Authorized Representative**, in either cases he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the representative and the principal.

It is further clarified that the individual signing the tender or other documents in connection with the tender must certify whether he/she signs as the Constituted attorney of the firm, or as a duly authorized representative of the company.

The authorization shall be indicated by written power-of-attorney or latest Board Resolution in case of company authorizing the Principal Officer / Authorized representative accompanying the bid. The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

Any change in the Principal Officer/ Authorized representative shall be intimated to THE NAINITAL BANK LTD. in advance.

4.15. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs 5,00,000/- (Rupees Five Lakh Only) as per details in the Document Control Sheet.

The EMD is required to protect the Bank against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD submitted as per Document Control Sheet valid for a period of -6- months from the last date of bid submission, of any Scheduled Commercial Bank favouring **"The Nainital Bank Ltd."**

In case of bidders being an MSE under registration of any scheme of Ministry of MSE, they are exempted from the submission of EMD. A valid certificate in this regard issued by the NSIC has to be submitted along with the bid. (Please refer section no. 4.6 for Micro and Small Enterprise clause for details)

Unsuccessful Bidder's EMD will be returned after award of contract to the successful Bidder. **No interest will be paid by the Bank on the EMD.**

The successful Bidder's EMD will be discharged upon the bidder executing the Contract, and furnishing the Bank Guarantee/security deposit. **No interest will be paid by the Bank on the EMD.**

The EMD may be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity specified in the RFP; or
- b. in the case of a successful Bidder, if the Bidder fails;
 - i. to sign the Contract in accordance; or
 - ii. to furnish Security Deposit/Bank Guarantee for contract performance

4.16. Security Deposit

- The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favoring **"The Nainital Bank Ltd."** equal to the 10% of purchase order value.
- Validity: Valid for 60 months from date of GO-LIVE. The BG will be released after 60 months and/or extended period or execution of all pending Purchase Orders, whichever is later.
- In the event of termination, Bank may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.

4.17. Period of Validity of Bids

Validity of bid will be 180 days from the last date of submission of bid. **Any bid of a shorter period may be rejected by the Bank as non- responsive.**

In exceptional circumstances, the Bank may request the Bidder(s) for an extension of the period of validity of bids upto 180 days more. The request and the responses thereto shall be made through e-mail. The validity of EMD may also be extended if required.

4.18. Format and Signing of Bid

The original and all copies of the bid shall be typed or written in indelible ink. **The original and all copies** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement/Contract. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

The response to the bid should be submitted along with legible, appropriately indexed, duly filled Information sheets and sufficient documentary evidence as per Checklist. Responses with illegible, incomplete information sheets or insufficient documentary evidence shall be rejected.

The Bidder shall duly sign and seal its bid with the exact name of the firm/company/LLP to whom the contract is to be issued.

4.19. Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing

which the offer shall be liable to be rejected.

4.20. Terms and Conditions of Bidders

Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. The terms and conditions mentioned in the RFP will solely prevail.

4.21. Consortium

Consortium is not allowed.

4.22. Last Date for Receipt of Bids

Bids will be received by the Bank at the address specified under **Section I - Invitation for Bids** no later than the time and date specified in Section I - Invitation for Bids.

The Bank may, at its discretion, extend the last date for the receipt of bids by amending the RFP Document, in which case all rights and obligations of the Bank and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

4.23. Late Bids

Any bid received by the Bank after the last date and time for receipt of bids prescribed by the Bank, pursuant to **Section I - Invitation for Bids**, shall stand rejected.

4.24. Modification and Withdrawal of Bids

No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.

No bid may be withdrawn in the interval between the date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

4.25. Bidder's Address for Correspondence

The Bidder shall designate the official mailing address, place to which all correspondence shall be sent by the Bank.

4.26. Contacting the Bank

No Bidder shall contact the Bank on any matter relating to its bid, from the time of the bid opening up to the time of award of contract.

Any effort by a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

4.27. Opening of Bids by Bank

The Bank will convene a bid opening session as per time schedule where one representative from the

Bidder, who has successfully submitted the bid, may participate. Subsequent to this, Bank will further evaluate the Bid of only those agencies whose Application fees, EMD and eligibility criteria is found to be in order.

4.28. Evaluation of Bids

Bank will evaluate the bids. Decision of the Bank would be final and binding upon all the Bidders.

The purpose of these clauses is only to provide the Bidders an idea/overview of the evaluation process that the Bank may adopt. However, the Bank reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the Bank's requirements, as described in the RFP Document. Bidder must possess the technical know-how and the commercial wherewithal that would be required to successfully deliver the project as part of the solution and also to provide the maintenance and management support services sought by the Bank, for the entire period of the agreement/contract. The Bidder's bid must be completed in all respect and covering the entire scope of work as stipulated in the RFP Document.

4.29. Preliminary Examination

The Bank will examine the bids to determine whether they are complete, whether the bid format conforms to the Tender requirements, whether any computational errors have been made, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

A bid determined as not substantially responsive will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

4.30. Clarification

When deemed necessary, during the tendering process, the Bank may seek clarifications or ask the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

THE NAINITAL BANK LTD. reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.

4.31. Evaluation of Eligibility Criteria

In this part, the bid will be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the Tender. Any deviation for general conditions of the contract and eligibility criteria will lead to rejection of the bid.

Before opening and evaluation of their technical proposals, bidders are expected to meet all the general conditions of the contract and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting per-

qualification criteria are liable to be rejected summarily.

The bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the RFP Document. The bidder must also possess the technical know-how and the commercial wherewithal that would be required to successfully implement the solution sought by THE NAINITAL BANK LTD. for the entire period of the agreement/contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the RFP Document. The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

Sr. No	Eligibility Criteria	Supporting Documents
1.	Bidder should be Government Organization / PSU / PSE / partnership firm under Partnership Act / LLP /private or public limited company in India at least for last 5 years as on date of bid.	Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, along with the copies of Memorandum of Association and Articles of Association are required to be submitted along with the eligibility bid.
2.	The bidder shouldn't be blacklisted / barred /disqualified by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) or Private Banks or Financial Institutions in India.	Self-declaration (by authorized signatory of the bidder) to be provided as mentioned under point 6.3
3.	The bidder should have ISO 27001, 9001 certification .	Copy of the relevant certificates or assessment certificate from auditing agency
4.	The bidder should be original equipment manufacturer of proposed Solution	Certificate of Intellectual property rights or Self-declaration (by authorized signatory of the bidder) as per format provided in Pt. 6.2
5.	The bidder should have a minimum turnover of INR 10 crore per annum during the past 3 financial years (2017-18,2018-19 and 2019-20). The bidder should have positive net worth during the last 3 financial years.	Audited financial statement of last three financial years and supporting CA certificate
6.	The bidder must have successfully implemented or under implementation similar software solutions like Early Warning System/Intelligent Transaction Monitoring System during the last 5 years in Public Sector Bank/Private Bank/ BFSI registered in India	Credentials from clients in form of Purchase Order/contract/credential letter valid on bid submission date
7.	The bidder company should be CMMI Level 3 or above	Copy of the relevant certificates or assessment certificate from auditing agency

8.	Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted.	Letter of confirmation from Bidder
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Note:

Bidder must comply with all the above-mentioned criteria as specified above. Non-compliance of any of the criteria can entail rejection of the offer.

Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the Bank decides, originals / certified copies should be shown for verification purpose. The Bank reserves the right to verify / evaluate the claims made by the bidder independently.

Any deliberate misrepresentation will entail rejection of the offer ab-initio.

4.32. Evaluation of Technical Bids

Only those bidders who qualify all Pre-qualification / Eligibility Criteria requirements will be qualified for technical bid evaluation.

Technical presentation, will be a part of the process for evaluation of the bids.

The Bank reserves the right to reject a Product/Solution/Service if it is of an opinion that the offered product/service does not match the technical requirements /objectives specified in Technical Bid – Bank's Requirements.

The technical bid will first be reviewed for determining the Compliance of the Technical bids with the Tender terms and conditions, Minimum/Mandatory Technical requirements and the scope of work as defined in this tender.

Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and conditions and the scope of work shall be rejected and will not be considered for further evaluation. Bids that are technically compliant would only be taken up for commercial evaluation.

If the bidder is found to be non-compliant to any of the mandatory technical specifications, then the respective bid would be summarily rejected without assigning any score.

Bidder is required to submit all the supporting documents as per the criteria mentioned in the RFP. Bank reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder to resubmit documents, the decision of Bank will be final and binding in this regards.

Bids that are technically qualified would only be taken up for commercial evaluation.

Bank reserves the right to disqualify any bidder based on any criteria considered relevant and its decision is binding. Representations, if any from disqualified bidders will not be entertained and will be summarily

rejected. THE NAINITAL BANK LTD. will not respond to any query raised by bidders seeking reasons for rejection of the bid.

Technical Bids will be evaluated for the following broad parameters and a score would be given to each bidder by the Bank based on the scoring criteria mentioned below-

Sl. No.	Parameter	Maximum Score
Technical Evaluation		
A.	Product Functionality & Technical Requirements Evaluation of proposed EWS application.	50
B	BIDDER's/OEM's Capability & Experience	25
C	Technical Presentation and Project Understanding	25
Total		100

Scoring Matrix

A. EWS Product Functionality & Technical Requirements Evaluation

Sl. No.	Scoring Parameter	Maximum Score
1.	Availability of modules & interfaces – EWS overall Functional Requirements as detailed in the Annexure –I Software functionality of this document) (Note: The total marks of the Techno Functional Requirements will be scaled down to 50 marks) Formula: (Total Marks Obtained/Total Marks)*50	50
	Total	50

B. BIDDER's/OEM's Capability & Experience

Sl.No.	Scoring Parameter	Maximum Score
01	BIDDER/OEM experience in implementation of proposed EWS Solution in Commercial Bank in India to be calculated as below: <ul style="list-style-type: none"> Each Organization implementation will carry 1 marks 	5

02	The BIDDER/OEM shall have an annual turnover of at least 10 Crores for the last three (3) financial years (i.e., 2017-18,2018-19 and 2019-20) should be <ul style="list-style-type: none"> • Turnover between 10 Cr to 50 Cr INR – 3 Marks • Turnover above 50 Cr – 5 Marks 	5
03	BIDDER/OEM should have at least 1 year of experience in providing EWS solution and service in Commercial Bank. <ul style="list-style-type: none"> • More than 3 years – 10 Marks • Between 2 to 3 years -7 Marks • between 1 to 2 years – 5 Marks 	10
04	CMMI Level <p>CMMI Level 3 - 3 Marks</p> <p>CMMI Level 4 - 4 Marks</p> <p>CMMI Level 5 - 5 Marks</p>	5
	Total	25

C. Technical Presentation

Sl.No.	Scoring Parameter	Maximum Score
01	Demonstration/Presentation on Proposed EWS Application and solution understanding Project Rollout Plan	25
	Total	25

*The following criteria must be adhered to by all bidders, in connection with the technical presentations during the bid selection process.

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same person that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.

- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information.
- All aspects of requirements in the RFP should be covered in the presentation – e.g., proposed approach, capability to develop industry grade customized products, processes, frame works, organizational capabilities, team, governance, continuous development, transition approach etc.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and non-negotiable

Note:

1. Group/Parent organization/company experience shall not be considered.
2. Direct orders from end customers shall be considered
3. The technical score will be allotted by Bank to each bidder against each section and will be considered final.

Technical Evaluation Criteria-

ST = Each Technical Proposal will be assigned a Score Technical (ST). The bidder with highest marks obtained (TM) in technical evaluation will be given a Score Technical (ST) of 100 points. The score technical (ST) of other proposals will be computed as follows:

$$ST = 100 \times TS / TM, \text{ where } TS = \text{marks obtained for Technical Proposal}$$

Based on ST (Score Technical) the bid with highest ST score will be termed as T1. The rest of the bidders shall be ranked in descending order of ST Score value as T2, T3, T4 and so on.

Score will be considered up to two decimal places. Technical qualified bid will be considered once it scores minimum score technical (ST) of 70% and above, and rest will be technically rejected. Commercial will not be opened for technically dis-qualified bid.

4.33. Evaluation of Commercial Bids

Commercial bids submitted by only those bidders, who have qualified both pre- qualification and Technical evaluation, will be eligible for further evaluation.

The Commercial Bids of only those Bidders short listed from the Technical Bids by Bank will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders, and the same will be evaluated by Bank.

Bidders will be ranked as per the ascending order of value of their Commercial Bids as (Least Quoted) LQ1, LQ2, LQ3.....and so on, LQ1 being the lowest Financial.

SF = Each commercial Proposal will be assigned a financial score (SF). The lowest GTV(Grand Total Value) (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will

be computed as follows:

SF = 100 x FM/LQx(1,2,3...), where LQx = Amount of Financial Proposal (GTV)

Based on SF (Score Financial) the bid with highest SF score will be termed as L1. The rest of the bidders shall be ranked in descending order of SF Score value as L2, L3, L4 and so on.

Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic GTV with a view to subverting the tender process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and will not be considered for further evaluation.

4.34. Final Bid Evaluation (Techno commercial bid):

The evaluation of the tender is based on QCBS (Quality and Cost Based Selection).

The Combined Final Score contains 70% weightage for technical evaluation and 30% weightage for commercial evaluation. Therefore, combined and final evaluation will be done on the following basis:

Proposals will finally be ranked according to their combined Techno commercial score (TC) based on the below mentioned formula:

$$TC = ST*0.7 + SF*0.3$$

Bidders will be ranked basis their Final Techno Commercial Score (TC) i.e. TC1, TC2, TC3...and so on, TC1 being the highest Combined Final Score.

The shortlisted bidder will be declared after thorough evaluation of commercial bid by Bank. During the evaluation if the Bank finds that the detailed commercial bid is not in order or not complete etc. then Bank will treat his bid as non- viable and same will be rejected, and EMD will be forfeited. In such case the next ranked techno commercial bidder will be considered for further evaluation and so on till a bidder is selected.

If any bidder withdraws his bid, at any stage after the submission of the bid, till the final evaluation or declaration of the final selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such bidders for next three years from participating in any THE NAINITAL BANK LTD. tender. In such situation the tendering process will be continued with the remaining bidders as per their ranking.

If the bidder backs out after being declared as selected bidder, it will be declared a defaulting bidder and EMD of such defaulting bidder will be forfeited and THE NAINITAL BANK LTD. reserves right to blacklist such organization for next three years from participating in any THE NAINITAL BANK LTD. Tender. In such case the detailed commercial bid of next ranked techno commercial bidder will be evaluated,

- a) If the detailed commercial bid is found in order, complete and its GTV is less than the withdrawing bidder, then this bidder will be declared as selected bidder and will provide services at its own quoted rates.
- b) In case the GTV of next ranked techno commercial bidder is higher than the withdrawing

bidder, then it should match the detailed commercial bid offered by withdrawing bidder in toto.

- c) If next ranked techno commercial bidder also backs out then the Bank will complete the tender process by following the aforesaid process again for other remaining techno- commercial ranked bidders.

Please note that if, after various rounds of evaluation to shortlist a Bidder in place of defaulting bidder, the Bank does not find any suitable bidder among remaining eligible bidders, then the Bank shall be at its liberty to reject or accept the bid of the next ranked techno commercial bidder.

4.35. Bank's Right to Vary Scope of Contract at the time of Award

The Bank may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as specified.

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Bank's changed order.

4.36. Bank's Right to Accept Any Bid and to Reject Any or All Bids

The Bank reserves the right to accept any bid, and to annul the RFP/Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

4.37. Notification of Award

Prior to the expiration of the period of bid validity (180 days from last date of bid submission), the Bank will notify the successful Bidder in writing that its bid has been accepted.

The notification of award will constitute the formation of the Agreement/Contract, requiring the successful Bidder to furnish Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for ensuring contract performance. Thereafter the Bank will notify each unsuccessful Bidder and will return/release its EMD.

4.38. Award of Contract

There will be only one vendor.

At the same time as the Bank notifies the successful Bidder that its bid has been accepted, the Bank will send the Bidder the Proforma of Contract.

Within 15 days of receipt of the Proforma of Contract, the successful Bidder shall sign and date the Contract and return it to the Bank along with the Bank Guarantee, favouring The Nainital Bank Ltd. of 10% of the Work/Purchase Order Value for contract performance as security deposit.

The contract period will be commencing from the date of signing of contract and will be valid for 5 yrs

from the date of GO-LIVE. THE NAINITAL BANK LTD. reserves the right to extend the contract for further period of two years.

Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the vendor to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required.

Vendor has to agree for honoring all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by THE NAINITAL BANK LTD.

If the name of the system/service/process/solution is changed for describing substantially the same in a renamed form; then all techno-fiscal benefits agreed with respect to the original product, shall be passed on to THE NAINITAL BANK LTD. and the obligations with THE NAINITAL BANK LTD. taken by the Vendor with respect to the product with the old name shall be passed on along with the product so renamed.

The above Security Deposit will be in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank. Security Deposit should be valid for the entire contract period of 60 months and renewed for extended period, if required, and thereafter on satisfactory performance and completion of contract, the Security Deposit shall be refunded to the vendor without any interest.

THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of -30- days to the vendor without any compensation, if the vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to THE NAINITAL BANK LTD. If at any point during the contract, if the vendor fails to, deliver as per the tender terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, will be invoked.

In case of any takeover/merger/acquisition/transfer of ownership of bidder, the responsibility for smooth transition to the new entity lies with the bidder.

4.39. Placing of Purchase Orders

For procurement of EWS solution, Purchase order will be placed on the vendor in hardcopy format.

Objection, if any, to the Purchase Order must be reported to the Bank by the vendor within five (5) working days counted from the date of receipt of Purchase Order for modifications, otherwise it is assumed that the vendor has accepted the Purchase Order in totality.

If the vendor is not able to supply/deploy/operationalize the ordered solution completely within the specified period, the penalty clause will be invoked.

The decision of THE NAINITAL BANK LTD. shall be final and binding on all the vendors to this document. THE NAINITAL BANK LTD. reserves the right to accept or reject an offer without assigning any reason whatsoever.

4.40. Bank Guarantee for Contract Performance

Within thirty days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the performance security in the form of Bank guarantee, favouring “**The Nainital Bank Limited**” valid for a period of 60 months from the date of Signing of Contract in accordance with the Conditions of Agreement/Contract.

Failure of the successful Bidder to comply with the requirement mentioned in document shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD. In case of exigency, if the Bank gets the work done from elsewhere, the difference in the cost of getting the work done will be borne by the successful Bidder.

Performance bank Guarantee as per following schedule:

S.no.	Item	Value
1	Instrument	One single Deposit in the form of Bank Guarantee
2	Validity of Performance Bank Guarantee	Bank Guarantee to be submitted along with the duly stamped and signed contract and should be valid for a period of 60 months from the date of GO-LIVE.. In case there is an extension of contract beyond 60 months, Bidder has to provide the BG for that extended period.
3	Amount	10% of Purchase Order value

4.41. Confidentiality of the Document

The RFP Document to be submitted by bidder is confidential and the Bidder shall ensure that anything contained in RFP Document shall not be disclosed in any manner, whatsoever.

4.42. Tender Related Condition

The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the ‘Scope of Work’ of this tender. This confirmation should be submitted as part of the Technical Bid. The Bidder shall also be the sole point of contact for all purposes of the Contract.

The Bidder should not be involved in any major litigation/arbitration that may have an impact of affecting or compromising the delivery of services/solution as required under this contract. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the Bank, the Bank shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder and claim damages before the court of law, resulting from such rejection/termination as the case may be.

4.43. Rejection Criteria

Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:

- **General Rejection Criteria**

- Bids submitted without or improper EMD and/or Application Money.
- Bids received through Telex /Telegraphic / Fax/E-Mail will not be considered for evaluation.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions.
- Bids received by the Bank after the last date and schedule time for receipt of bids as prescribed by the Bank.
- Bids without letter of authorization and without any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

- **Technical Rejection Criteria**

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the RFP Documents, addendum (if any) and any subsequent information given to the Bidder.
- Bidders not complying with the material technical requirement by way of functionality, specifications and General Terms and conditions as stated in the RFP Documents.
- The Bidder not confirming unconditional acceptance of full responsibility of providing services.
- If the bid does not confirm to the timelines indicated in the bid.
- Bidder not scoring minimum marks as mentioned in Tender

- **Commercial Rejection Criteria**

- Incomplete Financial Bid
- Financial Bids that do not conform to the Tender's Financial bid format
- Total price quoted by the Bidder does not clarify regarding all statutory taxes and levies applicable.
- If there is an arithmetic discrepancy in the commercial bid calculations the Bank shall rectify the same at its discretion. If the Bidder does not accept the correction of the errors, its bid may be rejected.

5. Section III – General Conditions of Contract and Service Levels Agreement

Quality: Material/Solution not confirming to given specifications will be rejected & it will be replaced by the vendor, free of cost. The material must be as per the detailed specifications listed out in the RFP document and shall be as per standard engineering practice, relevant IS/ International code of practice, and shall be as per the Specifications as mentioned in RFP Document.

Statutory Laws: Vendor shall abide by all applicable rules and regulations regarding taxes, duties, labour etc., which are in force and from time to time enforced by the Government of India, also registration, labour laws, payments, ESIC, PF, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly.

Confidential Information: All information exchanged between the parties will be confidential. If the implementation project requires disclosure of, or receipt of, confidential information, such disclosure or receipt will be made with mutual agreement and may be with a separately executed MoU / Non-Disclosure agreement with Vendor by the Bank.

Extra Deviated Items: Any extra item like variation in quantity, deviated item should be executed only after getting the appropriate approvals with written confirmation, from the bank. At the time of submitting the invoice, all the documentary evidence of appropriate approvals for Extra / deviated Items / Variation in Quantities should be attached. Payments will not be made without scrutiny of aforesaid approvals.

Force Majeure: Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.

Arbitration: The Bank and the Bidder shall make every effort to resolve amicably, by direct negotiation between the respective Designated Officials of the bank and the Bidder, any disagreement or dispute arising between them under or in connection with the RFP and or contract thereafter.

If the designated official of the Bank and the Bidder are unable to resolve the dispute within -30- days from the commencement of such informal negotiations, they shall immediately escalate the dispute to their Senior Authorized Personal.

If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in, Nainital Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Both parties will appoint one arbitrator each. Both the appointed arbitrators together, shall nominate third arbitrator with mutual consensus.

Jurisdiction: The Jurisdiction for all disputes will be in the city of Nainital (Uttarakhand), India.

Safety: All the safety codes and the preventive measure for this type of work shall be strictly followed. In case of any mishap which causes injury, disability or death of any personnel and staff either on site or

offsite during or after the duration of the project due to negligence of the staff of the vendor, shall be sole responsibility of vendor, this shall not be responsibility of Bank in any case. No Claims in this regards shall be paid by Bank.

5.1. Term and Extension of the Contract

The term of this Contract will commence from the date of signing of contract/agreement and will be valid for a period of five years from the date of GO-LIVE. The contract is extendable further for two years solely at option of the Bank.

The Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 6 months before the expiration of the Term hereof, whether it will grant the Bidder an extension of the Term. The decision to grant or refuse the extension shall be at the Bank's discretion.

During extended period of two years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for AMC & Manpower shall remain same as given for 5th Year.

Where the Bank is of the view that no further extension of the term be granted to the Bidder, the Bank shall notify the Bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the Bidder shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Bank shall either appoint an alternative service provider or create its own infrastructure to operate such Services as are provided under this Contract. In such scenario, the terms and conditions for SLA, penalty and Prices for services, AMC & Manpower shall remain same as given for 5th Year.

Warranty

- a) The warranty of 12 Months shall start from the date of UAT Sign-Off. Any defects / bugs noticed in the migrated/implemented applications shall be reworked and / or replaced by the Bidder / Vendor with defect-free components free-of-cost.
- b) Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the Contract period, free of cost. The warranty period would start after live implementation* (*Live implementation means that after user acceptance and audit clearance the complete System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank).
- c) Bidder should setup one centralized L2 Support at Bank Site till the completion of warranty period as mentioned above. The Bank has a right to interview and reject resources deployed by the Bidder.

5.2. Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account whatsoever throughout the period of contract. However, if there is any increase/decrease in taxes/ duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to The Nainital Bank Ltd.

5.3. Payment Schedule

The payment schedule for various items as quoted in Section VI : Financial Bid Format will be as below: One Time Application Software/license cost of Asset Liability Management Solution Application, Third-Party Application Cost (if any), Implementation Cost & Integration Cost as quoted by bidder will be paid as under:

i. One Time Application Software/license cost and third-party application cost (if any)

- 50% on delivery of application software/license to Bank
- 20% on first installation of proposed solution on Bank's infrastructure
- 30% on successful GO-LIVE of the proposed solution

ii. Implementation & Integration cost

- 25% on contract signing and submission of Security Deposit
- 25% on first installation of proposed solution on Bank's infrastructure
- 10% on successful UAT
- 15% on successful integration of proposed solution with Finacle 10.x
- 25% on successful GO-LIVE of the proposed solution

iii. Annual AMC/ATS Charges shall be payable annually in advance on successful GO-LIVE of the solution.

iv. For any other cost as submitted by the bidder, the payment terms will be decided at the time of signing of agreement.

The Vendor's request(s) for payment shall be made to "The Nainital Bank Ltd." in writing (Invoice) accompanied by Service Level Requirements compliance reports for which payment is being claimed.

All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task,

Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value.

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the particulars mentioned in the commercial bid format.

All Payments shall be made in Indian Rupees Only and shall be released by the Bank against the invoices raised by bidder within 30 calendar days given all the relevant documents are submitted timely and are complete in all reference.

Note:

- All payments will be made through electronic mode only.

- Payments should be subject to deductions of any amount for which the Bidder is liable under the tender conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Income-Tax Act.

5.4. Service Level Agreement & Targets

The selected vendor has to sign a detailed SLA before the issuance of Purchase Order. The SLA will be prepared jointly by the Bank & the selected vendor and will be based on

- The scope of the RFP and any amendment done in the RFP before submission of the bid.
- The solution offered by the vendor in response to the bid.
- Selected vendor is obliged to provide additional infrastructure free of cost at any stage of the TCO period, if it was found that requirement & standards intended by the Bank in RFP is not being fulfilled.
- The SLA will be binding on the vendor for the entire period of 5 Years i.e. the term of contract and extended period, if any. (if any)
- The Penalty clause shall be defined in SLA.

6. Section IV – Bid Submission Format

6.1. Bidder Profile

Sr	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/ Pvt. Ltd)/Firm/LLP etc.	
4.	Details of Incorporation of the Company/Firm	
5.	Details of Commencement of Business	
6.	GST registration no.	
7.	a. Permanent Account Number (PAN)& b. TAN	
8.	Name & Designation of the authorized contact person to whom all references correspondence shall be made regarding this tender	
9.	Telephone No. (with STD Code) a) Landline b) Mobile	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	
13.	Details of NEFT/RTGS transaction details (if Application Money and EMD are credited to Bank through electronic mode)	

14.	Details of account wherein the EMD amount is to be returned if the EMD is sent through NEFT / RTGS.	The following details are to be submitted: Account Name – Account Number – IFSC Code – Bank Name - Branch Name -		
	Financial Details (as per audited Balance Sheets) (in Cr)			
	Year	2017-2018	2018-2019	2019-20
15.	Net Worth			
16.	Turn Over (Total)			
17.	Turn Over (from Indian Operations)			
18.	Turn Over (from data centre operations)			
19.	Profit After Tax (PAT)			
20.	Net Profit			

6.2. Manufacturer Authorization Format

Manufacturer's Authorization Form

To,
The Chief Operating Officer
The Nainital Bank Limited
Head Office
Mallital, Nainital-263001 (Uttarakhand)

Madam/Dear Sir,

Ref: - RFP no..... dated, for SUPPLY, INSTALLATION, CUSTOMIZATION, TRAINING & SUPPORT OF EARLY WARNING SIGNALS (EWS)SOLUTION.

We, (Name of the OEM) having our registered office at, are an established and reputable manufacturers / developers of for above mentioned Request for Proposal.

We confirm that we are participating in the RFP as a bidder.

Our full support is extended to Bank in all aspects of supply, on-site warranty, maintenance and subscription of We assure to provide the service support for the supplied for the 5 year contract period (further extendable for 2 years) from date of issuance of supply / installation as per RFP terms. We also assure that our on-site service support would be available to Bank on 24x7 basis. We assure that the quoted items (.....) would NOT be declared End of Life during the 5 year contract period (further extendable for 2 years) . In case such a condition arises, we assure to replace such items with items of equivalent or better specifications without any financial implication to Bank.

Yours faithfully,
Authorized Signatory
Name:
Designation:
Bidder's Corporate Name
Address
Email and Phone #

6.3. Declaration for Non-Blacklisting

UNDERTAKING FOR NON- BLACKLISTED

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Operating Officer
The Nainital Bank Limited
Head Office
Mallital, Naninital -263001 (Uttarakhand)

Sir,

Reg.: RFP Reference No:

We M/s _____, a company incorporated under the companies act, 1956/2013 with its registered office _____ and headquarters at _____, do hereby confirm that we have not been blacklisted/ debarred by the Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs) or Private Banks or Financial Institutions in India during last 3 years.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

6.4. Undertaking of Information Security

(This letter should be on the letterhead of the bidder duly signed by an authorized signatory on Information security as per regulatory requirement)

To,
The Chief Operating Officer
The Nainital Bank Limited
Head Office
Mallital, Nainital-263001 (Uttarakhand)

Madam/Sir,

Sub: RFP for

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done)

Dated this.....by20...

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

6.5. Undertaking by the bidder (To be included in Technical & Commercial Bid Envelope)

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Operating Officer
The Nainital Bank Limited
Head Office
Mallital, Naninital -263001 (Uttarakhand)

Sir,

Reg.: RFP Reference No: NTB/CRM/EWS/2021/06/011

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents. Dated this _____ day of _____ 20....

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

6.6. Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Operating Officer
The Nainital Bank Limited
Head Office
Mallital, Naninital -263001 (Uttarakhand)

Sir,

Reg.: RFP Reference No: NTB/CRM/EWS/2021/06/011

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order. If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

6.7. Undertaking for No Deviation

To be provided on letter head of the Bidder's Company

Dated:

Place:

The Chief Operating Officer
The Nainital Bank Limited
Head Office
Mallital, Nainital -263001 (Uttarakhand)

Sir,

Reg.: RFP Reference No: NTB/CRM/EWS/2021/06/011

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No **NTB/CRM/EWS/2021/06/011** hereinafter referred to as "RFP") 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 and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

7) **Section V-Scope of Work**

1. The Bidder shall be responsible for supply, installation, integration, operationalization, Early Warning System(EWS)& Intelligent Transaction Monitoring System herein referred to as Solution, which can track in all financial and non-financial and other internal systems as well as external systems by leveraging technology and analytical tools to strengthen Credit and monitoring area of the bank. The Solution must be deployed on premise at Bank's Data center & Disaster Recovery Centre and should comply with the technical specifications as specified in Annexure-I.
2. The Bidder is required to supply & install all the required Application Software with licenses to commission the Solution. However, the Bidder must inform the hardware requirement with detailed specifications required for implementing the solution.
3. The proposed solution to be integrated with the Core Banking Solution (Finacle 10.X),Finacle Treasury of the Bank and other third-party solutions, which are to be source of input data, and this integration should facilitate STP and should be managed through secured ports to avoid any leakage of data and exposure of any possible vulnerability.
4. The proposed solution should support the following Database – MS SQL and Oracle.
5. The Solution (with each of its components) should be configured in High Availability (HA) mode at DC along with a separate UAT setup (non-HA) at DC.The proposed solution should be scalable to meet any future requirements of Bank. At no instance, during the contract period, the solution/servers utilization should exceed 75% for the requirements stated in the RFP. Bidder has to take care of the same while proposing requirements of Licenses, VMs and Storage.
6. Bank will provide all the hardware, storage for data, database licenses, Operating system and any other third party software required for the solution. Details of requirement is to be provided by the bidder in BOM.
7. System should be capable of generating Alerts 24x7x365.
8. Bank will negotiate with agencies directly and bear the cost of data required. However, integration will be done by the successful bidder at the cost quoted by the Bidder in Commercial Bid.
9. At the time of presentation bidder should display sources of each EWS which are expected to be captured through this solution. If there are any limitation of external information for certain types of borrower based on turnover, listing status etc. then the same is also required to be disclosed at the time of presentation
10. The solution is required to integrate with Bank's CBS, all payment Channels like (Internet Banking, Mobile Banking, UPI, IMPS etc.), Credit Risk Rating, FRM, Loan Originating Software, IRAC software etc. and from global (domestic as well international) external sources like MCA, CERSAI, CRILIC, NCLT, DRT etc., without any extra cost to the Bank. Customization cost will be paid as per the Commercial bid.

11. The architecture of the solution should allow Bank's system to be easily integrated and the technology used should be easily adoptable and portable to the bank's system. In case any Customization is required by the Bank in any functionality of the solution within one year of complete implementation (i.e. one year from sign-off), the same is to be done by the bidder without any cost to the Bank. Beyond the period of one year from sign-off, Customization cost will be paid as per the Commercial bid. Customization charges will only be paid for any such requirement which is not mentioned in the Scope of Work or Technical/Functional specification of the solution as in the RFP. Any customization done in the solution as per Bank's requirement shall become part of Bank's intellectual property and bidder shall not provide the same functionality to any other Organization. Failure of which will constitute a breach of the Non-Disclosure Agreement and Bank may take necessary action against the bidder as per the NDA.
12. The Solution should have capability to integrate with Fintech Companies/Data Aggregating Companies providing external data.
13. Bidder to ensure application-end should be fully compatible to integrate with any data source or data source agency in future without customization. Bank will only pay the integration cost & no customization cost at application-end will be paid by the Bank. In case any customization is required in EWS application and ITMS application, it has to be taken care by the bidder.
14. Agency Tie-up, agreement and other related activity for subscription to external data will be taken care by Bank.
15. Bidder is required to provide a centralized dashboard for monitoring of complete Solution and all transactions, alerts, generating reports etc. If Bank requires any customization in the solution/dashboard, the bidder will have to implement the same without any extra cost to the bank.
16. Bidder shall provide support for training, trouble shooting, capability to scale up, configuration management, logging capabilities documentation such as data flow diagram, architectural diagram, structure user manual and implementation architecture.
17. All the functionality covered under Scope of Work should be provided as end-to-end solution by the Bidder.
18. Information Security and Audit-Bidder will have to comply with all the present and future provisions of the Information Security Policy/NPCI Guidelines/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to bank during the warranty and ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the vendor within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit (VAPT, EAPT, IS Audit et.) through off-site and on-site scrutiny at any time/periodically during the contract period. The auditors may be internal/ external. The system should have Audit Log for all Admin and user operations and should be capable of keeping Audit trail as per Bank policy. The vendor should provide solution and implementation for

all the audit points raised by bank's internal/ external team during the contract period, within the stipulated timelines, without any extra cost.

19. Training -

- a. Vendor is required to mandatory impart training of at least 5 days without any extra cost to the Bank, in bank's premises, after implementation of the solution.
 - b. The training should cover configuration, operation/functionalities, maintenance, support and administration for software/ database/ OS/ Middleware, application architecture and components installation, troubleshooting processes, complete knowledge transfer for handling the application, reporting aspect or regarding any new feature/update etc., of a proposed tool/ software, The training should contain complete & exhaustive knowledge of the solution (both classroom and hands on mode) and should be such that the trained personals can in turn train other staff members as well i.e. trainer's training.
 - c. In case any additional training is required during the contract period, the same should be provide by the bidder. Separate commercials have been called for the same. Bank will place separate purchase order, as and when required. Bidder will impart training at Bank's premises.
 - d. Bidder is also required to provide well documented training materials (E-learning material, guidebook, handouts, training manuals etc.) for different personnel involved in this process. And also Develop content for the Bank to train personnel on an ongoing basis.
20. In case any customization is done in the solution during the contract period, Bidder is required to provide atleast 1 day training for the same, without any extra cost to the Bank

21. **Timeline For Go-Live** - Bank is expecting to Go-Live with the proposed EWS solution within 16 weeks from the date of issuing Letter of Intent/ purchase order to the selected vendor.

22. **List of sample EWS signals which are required to capture under this solution are as under:**

Sr. No	Trigger Points	Source
1	Delay in servicing of interest dues in CC/OD	CBS
2	Delay in payment of the term loan instalments & Interest	CBS
3	Balance in Continuous excess of DP	CBS
4	Sales not routed through working Capital limit Account	CBS
5	Adhoc/Excess/TOD not cleared on due date	CBS
6	Frequent request for TODs/Excess/Adhoc	Branch/Manual
7	Delay in renewal of facilities due to non-submission of renewal data & documents by the borrower.	Crismac/Branch/Manual
8	Delay in submission of stock/ Book Debts statements	Cbs/Branch/Manual
9	Frequent cheque returns due to insufficient balances (specially high value cheques)	CBS

10	Low Turnover / decline in turnover.	CBS
11	Devolvement of LC / Invocation of BG	CBS
12	Heavy transactions with group companies.	CBS
13	Siphoning Off / Diversion of funds	Cbs/Manual
14	Deficiencies critical issues observed in Unit/godown inspection, Internal Audit, Concurrent Audit, Stock Audit etc	Branch/Manual
15	Deterioration of Internal Credit Rating of the Borrower	Crismac /Branch/Manual
16	Delay in submission of financial statements	Branch/Manual
17	Operating loss	Branch/Manual/Financials
18	Decline in sales	Branch/Manual/Financials
19	Delay in project implementation/Frequent change in scope of project	Branch/Manual/Financials
20	Reduction in financial stake of promoters/Directors	Branch/Manual/Financials
21	Change in management	Branch/Manual/Financials/ Audit Reports
22	Promoters Directors in defaulter's list	Cibil/Rbi Defaulter List
23	Non Cooperation of borrowers for stock audit / inspection/ submission of data	Branch/Manual
24	Fraud, RFA, Default, Account reported in CRILC by other lenders	Central Fraud Registry/CRILC
25	Non Cooperative borrower	CIBIL/RBI
26	Raid by Income Tax/Goods & Service Tax/any other enforcement agency etc.	Branch/Manual/Financials/ Audit Reports
27	Substantial related party transactions.	CBS/Branch/Manual/Financials
28	Movement of an account from one bank to another.	Branch/Manual/CIBIL/Bank Account Statements
29	High value RTGS payment to unrelated parties.	CBS
30	Heavy cash withdrawal in loan accounts.	CBS
31	Non submission of original bills.	Branch/Manual
32	Adverse financial ratios	Branch/Manual/Financials
33	Frequent request for general purpose loans.	Branch/Manual/CIBIL
34	Funds coming from other banks to liquidate the outstanding loan amount	CBS
35	Alerts for non-achievement of projected financials given at the time of sanction on a dynamic basis and periodic analysis of the key parameters like sales, purchases, NWC, holding levels to detection of unusual/abnormal movement.	Branch/Manual/Financials

36	Alerts if the financials submitted to bank are different which were submitted to regulatory authorities.	Branch/Manual/Financials/Mca/Income Tax
37	Verification and genuineness of Receivables/ Debtors.	Branch/Manual/Financials/ Due Diligence From CA
38	Timely detection of payments to party who is not in same trade/ related to business of the borrower.	Branch/Manual/Financials/CBS
39	Alerts for abnormal transactions in the Account (For Example - debit credit of same amount etc.) which are done for manipulation in sales/ purchase figures.	CBS
40	Alerts for Identifying Shell Companies of Promoters / Directors at Domestic / Abroad.	MCA
41	Alerts related to number of companies/ LLP's registered in India and abroad at the same address/ directors/promoters (shell companies).	MCA
42	Non Creation/modification of charge on primary/collateral security, reporting of additional charges created or deleted which may include all authorities like local revenue authority, ROC & other such relevant authority	CERSAI/Revenue Records
43	Non-compliance of terms and conditions of last sanction of sole, lead or other consortium members.	Branch/Manual
44	frequent change in auditor not in line with Companies Act guidelines/without proper justifiable reasons.	Branch/Manual/Financials/Audit Reports
45	Impact assessment of any adverse changes in economic scenario/ industry/ sector / Sub-sector of borrower with pointed inferences.	Industry Profile/News Feeds/Rbi
46	Alerts for customer having different mobile number / address in other banks, multiple customer are sharing same address and numbers.	CIBIL/EKYC/CKYC
47	Alerts with regard to the Loan Requests with other Banks / Sanction of Credit Facilities by other Banks / FIs.	CIBIL
48	Consistent delay in realisation of foreign/Inland bills.	CBS
49	Obsolete/non-moving stock.	Branch/Manual/Financials
50	Higher level Old/doubtful receivable	Branch/Manual/Financials
51	Adverse change in credit rating (External / Internal)	Branch/Manual
52	Disputes among directors/ partners	Branch/Manual
53	Default in payment of statutory dues	Branch/Manual/Financials/Audit Reports
54	Frequent / major breakdown of units	Branch/Manual/Financials/Audit Reports
55	Depletion in the value of securities	Branch/Manual/Financials
56	Disputes / fake documents	Branch/Manual

57	Deterioration of External Credit Rating of the borrower and credit scores of promoters	Rating Agency/CIBIL
58	Unstructured data from news feeds, etc.	Branch/Manual
59	Litigations against company in different forums NCLT, NCLAT, GST,DRT, SARFESAI etc	Branch/Manual/Financials/ Audit Reports
60	Under insured or over insured inventory	Branch/Manual/Insurance Policy Held With Branch
61	Dispute on title of the collateral securities	Branch/Manual
62	Costing of the project which is in wide variance with standard cost of installation of the project	Branch/Manual/ Valuation & Estimation Reports
63	Onerous clause in issue of BG/LC/standby letters of credit	Branch/Manual
64	Financing the unit far away from the branch	Branch/Manual/Inspection/ Audit
65	Claims not acknowledged as debt high	Financials
66	Funding of the interest by sanctioning additional facilities	CBS
67	Same collateral charged to a number of lenders	CERSAI
68	Concealment of certain vital documents like master agreement, insurance coverage	Branch/Manual/Inspection/ Audit
69	Floating front / associate companies by investing borrowed money	Branch/Manual/Financials/MCA
70	Substantial increase in unbilled revenue year after year.	Branch/Manual/Financials
71	Large number of transactions with inter-connected companies and large outstanding from such companies.	CBS/Financials
72	Significant movements in inventory, disproportionately higher than the growth in turnover.	Branch/Manual/Financials
73	Significant movements in receivables, disproportionately higher than the growth in turnover and/or increase in ageing of the receivables.	Branch/Manual/Financials
74	Disproportionate increase in other current assets.	Branch/Manual/Financials
75	Significant increase in working capital borrowing as percentage of turnover.	Branch/Manual/Financials
76	Increase in Fixed Assets, without corresponding increase in turnover (when project is implemented).	Branch/Manual/Financials
77	Increase in borrowings, despite huge cash and cash equivalents in the borrower's balance sheet.	Branch/Manual/Financials
78	Liabilities appearing in ROC search report, not reported by the borrower in its annual report.	Branch/Manual/MCA
79	Material discrepancies in the annual report.	Branch/Manual/Financials
80	Significant inconsistencies within the annual report (between various sections).	Branch/Manual/Financials

81	Poor disclosure of materially adverse information and no qualification by the statutory auditors.	Branch/Manual/Financials/Audit Reports
82	Frequent change in accounting period and/or accounting policies.	Branch/Manual/Financials/Audit Reports
83	LCs issued for local trade / related party transactions	Branch/Manual/Financials

Warranty, Annual Technical Support Services/ Annual Technical Maintenance Scope: Bidder shall factor the costs in the Price Schedule accordingly. As part of warranty, ATS & AMC services the bidder shall provide following services:

- Bidder shall provide the on-site comprehensive maintenance (Warranty, ATS and AMC) during the entire contract period for all the software and services including Operating System, Database and Third Party Software within the scope of work. The software items supplied should be with one year onsite comprehensive warranty, which will start from the date of Go- Live Date. Subsequently the bidder shall provide onsite comprehensive ATS support for 4 years (further extension period of 2 years). The system should have the ability to generate a detailed audit trail on a daily basis for the following minimum features but not limited to:
 - i) Attempted unauthorized logins
 - ii) Time of login and logout
 - iii) Change of passwords
 - iv) Change of parameters
- Successful Bidder must provide uninterrupted availability of the system and ensure that the problem is resolved within the time schedule as mentioned in the Service Level Agreement.
- The warranty, ATS/AMC should be comprehensive in nature with service support through telephone and/ or email in between 10 AM and 8 PM on all working days of the Bank. Bidder has to provide the escalation matrix further, if the problem still remains unresolved after telephonic help or in case of major breakdown, then Bidder has to arrange for on-site support for recovery and resolving the issue as soon as possible.
- Annual maintenance cost (AMC)/ Annual Technical Support (ATS) services include version upgradations, patches, bug fixing, and compliance of RBI/IBA/FIU-IND/any other regulatory authority changes, compliance of irregularities pointed by Internal/External Auditors etc.
- Back to Back OEM active support should be available for the hardware, software, third party applications, OS, Database Licenses etc. supplied by the successful Bidder in the contract and supporting documents for the same should be provided for releasing of respective payments.
- The Bank will not be liable to pay any additional amount in respect of any sort of maintenance covered under the scope of this tender during the tenure of the contract. On-site maintenance services without any additional cost shall be provided by the Bidder during the period of warranty/ATS/AMC.
- Installation/re-installation, configuration/ reconfiguration of software including third party software as and when required during the contract period. All updates and upgrades has to be done by the selected Bidder during contract period. All these activities are to be covered under scope of AMC/ATS provided by the vendor and bank will not pay any additional cost for the same.
- The services offered through Warranties, Annual Maintenance Contract and Annual Technical Support should meet the end-to-end onsite support requirements for implementing and maintaining infrastructure deployed as part of the proposal till completion of contract.

- Bidder shall provide New patches; Version releases/up-gradations will be released at periodical intervals, New Version will be provided in case of existing Software is declared as End of Support / End of Sale / not able to comply the Regulatory guidelines, Bug fixing, etc as part of ATS.
- Bidder shall provide required help during IS Audit, Security Audit, various compliances specially government and regulatory, cyber related, etc. to the Bank. Also rectify the irregularities pointed out during IS Audit at no cost to the Bank.
- MIS Reports generation: Bidder should provide Daily/Monthly/Quarterly/Yearly/adhoc reports, Exception reports, Detailed/summary level reports, etc. in the specified formats as required by the Bank
- The selected Bidder should agree to make a provision of making emergency release of patches in case of some serious bugs or immediate requirements without any additional cost to the Bank.
- The selected Bidder should agree to supply and install such periodical releases after removal of all bugs reported till that date and also the other modifications carried out based on feedback received till that date without any additional cost to the Bank.
- New Version with full customization should be provided in case of existing Software is declared as End of Support / End of Sale not able to comply the Regulatory guidelines during the contract period at no additional cost to the Bank.
- The selected Bidder should agree that during the warranty/ATS period, the software will be kept up-to-date in terms of followings, without any additional cost to The Bank: a) Bugs removal and troubleshooting. b) Maintenance and support for patches, version control and release. c) Regular performance tuning including database of solutions for performance optimization. d) Regular backup of EWS application & database. e) Data rectification, if required, on being caused due to any program malfunction or due to any other reason whatsoever.
- The Bidder should agree that during the warranty/ATS period, they will provide the following operational support:
 - Training and hand-holding to core team.
 - Tuning and configuration of Hardware, software and database
 - Conducting regular server capacity analysis and advise remedial measures as required
 - Conducting routine database assessments to ensure data quality and optimal data base performance e) Conducting periodic assessments of the EWS software and/or its infrastructure to ensure that all the functional requirements are satisfied.
- Determining when the EWS and/or its infrastructure need to be upgraded, replaced, or retired as per user/regulator's requirements.
- Installation, configuration of user specific various Master Tables.
- The selected Bidder is required to support/perform following user administration activities like creation of users, defining user authorization, granting of respective user rights and privileges.
- Migration of data from existing systems to new system, at the start of the project. Assisting users to carry out live run.
- Redress various operational problems.
- Carry out various housekeeping works and explain the same to users.

- The selected Bidder warrants that the services provided under the contract shall be as per the Service level Agreement (SLA) to be signed between the Bidder and the Bank.
- If the Bidder, having been notified, fails to remedy the defect(s) as per SLA, the Bank may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which the Bank may have against the Bidder under the contract.
- The selected Bidder should also guarantee that all the software supplied by the Bidder is licensed and legally obtained.
- Selected Bidder shall be fully responsible for any IP rights violation in connection to the supplied software. Only licensed copies of software shall be supplied and ported. The bidder shall grant an irrevocable perpetual license to the Bank to use the software. Further, all software supplied shall be of latest version.
- Assist/support the Bank to install the same, if Bank desires during period of warranty/ATS at no cost to the Bank. As per the Bank's Business Continuity Policy / Disaster Recovery Policy, bidder should design and update BCP/DRP document on periodic intervals for the proposed solution.
- As a part of AMC/ATS support, Bidder is required to resolve the issues reported by the Bank (with the help of log generated by the application). Although the backup will be taken by our DC team, the Bidder will also be responsible to test the backup for the restorability of using test server once in every 6 months
- Bidder has to take up the complete installation, integration and customization of the proposed EWS solution with the existing CBS system and other applications without disturbing the day to day operations of the bank. Bidder should accomplish the job in co-ordination with existing CBS system & other applications OEMs. The proposed EWS solution shall meet the scope of work and also the functional and technical scope of work requirements as mentioned in the RFP
- The Bidder should propose a detailed hardware sizing requirement including database and Ability to support the following print output modes for each report generated by the system:
 - Printer
 - Email (both as an attachment and as a screen shot)
 - Screen / Preview
 - export into various forms e,g Excel, Word, Pdf

8) **Annexure-I : SOFTWARE FUNCTIONALITY**
Annexure I

Functional and Technical specification of the Offered solution

The bidder needs to fill up the response column according to the criteria given below:

Description	Response
Required functionality is readily available	“Y” = 1 Marks
Required functionality will be made available with customization	“C” = 0.5 Marks
Required functionality is not available/will not be Available	“N”= 0 Mark

1.	General Software Requirements	Marks	Vendor Response Y,C,N	Remarks
1.	Functional Overview			
1.1.	<p>The proposed solution should be an integrated having the following functionalities:</p> <ul style="list-style-type: none"> - Data Integration system from internal and external Sources as mentioned in scope of work like (Eg: Internal sources - Core Banking, Bank's Internal reports, FRMS, KYC & AML, External Sources Credit Bureau, Internet, Third party data providers.) - Appropriate Extraction, Transformation & Loading application utility - Rule engine - that provides facility of configurable analytical routines to analyze data and serve as input for alerts. - Rating and scoring engine - Alert Generation and management system - Work Flow Management - Reporting Module - Reverse Integration module to feedback the other Systems - Account level and Customer level Dashboards at Departmental and Executive levels 			

2.	Benchmarking			
2.1.	The Solution should be capable of defining and tracking against Default Benchmark, Visual Benchmark and Specific Benchmark.			
3.	Administrative			
3.1.	The Solution should be capable of providing role based access control system.			
3.2.	Parameterized Password standards - Min and Max Length, Number of Numerals and Special Characters, Number of times old passwords do not used, Reset Password period, etc. to done as per Bank's Policy. Password history should be maintained and user shall not be able to reuse previous passwords. The number of passwords in history should be parameterized. Password shall be encrypted and not directly transmitted over WAN/Internet or stored in database or initialization files, registry etc.			
3.3.	Multiple logins to a single user should not be allowed.			
3.4.	Maker checker for all operations (user administration, Data changes, etc.).			
3.5.	The Solution should have capability to lock the screen if left attended for parameterized time and facility should be provided to either logout or reactivate using User's Password.			
3.6.	Results generated should be made available to the users based on their roles and authorized access.			
4.	Audit			
4.1.	The Solution should have Audit Log for all Admin Operations, User Operations, Configuration Options etc. and should be capable of keeping Audit trail as per Bank policy.			
4.2.	Bank/ External Agency will perform vulnerability Assessment, IS Audit & other Audits, periodically and all the vulnerabilities are to be mitigated/closed by the bidder without additional cost.			
5.	Training			
5.1.	Complete training (both class room and hands on mode) on the solution to Bank staff either at locations as per the requirement of the Bank.			

5.2.	Prepare and submit soft copies of training material, end-user manuals and flow charts. Softcopy of manuals and testing documentation should be handed over to Bank.			
5.3.	Bidder shall train designated Bank officials on the configuration, operation /functionalities, maintenance, support & administration for software/ Database/ OS/ Middleware, application architecture and components, installation, troubleshooting processes of a proposed solution, etc..			
6.	Support			
6.1.	Undertake that the online technical support team should be able to resolve the issues/fix bugs identified from time to time and update the solution accordingly without cost.			
6.2.	Escalation process should be In place for unresolved issues			
6.3.	Bidder support staff should be well trained & should have understanding of the application to effectively handle queries raised by the Bank staff.			
7.	General Requirements			
7.1.	All the modules of the software should be fully integrated and no manual intervention should be needed for inter-modules operations.			
7.2.	Rules must be modifiable without vendor intervention from the front end, with logs of changes made.			
7.3.	Should support processing on Real time, Online, Off-line, batch mode, etc. Should also support scheduling and defining of Jobs			
7.4.	The solution should have facility to accept/provide data in standard formats from/for other systems, Import /export facilities like upload of Internal Negative List, Internal Positive list, filtering rules, etc.			
7.5.	Proper indexing and maintenance of table without loading the system			
7.6.	Should have the ability to Integrate with sources like messaging systems like SMS, Email, etc.			
7.7.	Should be able to evaluate multiple complex, inter-related rules simultaneously			
7.8.	Should offer multi-currency support			
7.9.	Should maintain a historical record of Customer, Account, Transaction, etc. Should be possible to retrieve information as of a particular date. History of Transaction as well as Alert Data to be kept for minimum of 3 Yrs.			

7.10.	Should be possible to generate list of accounts at a given address, Telephone, name, etc			
7.11.	Support encryption of data during exchange internally and with external systems.			
7.12.	Data Warehousing and Data Mining capabilities. Should be capable to achieve data for minimum of 3 Yrs.			
7.13.	The Solution should have an alert scoring mechanism with Product having a relative score for each alert, the Alert scores be modified through the application of rules, Provide for the categorization of alerts into groups for similar suspicious activity and Provide the user to drill down into the details of the transaction on which the alert was generated.			
7.14.	Well-defined purging policy mechanism to do from front end			
7.15.	Should have the ability to capture non- financial events such as change of address, customer life event, advisor reassignment, etc.			

Technical specification of the Offered solution

SN	General Software Requirements	Marks	Vendor Response Y,C,N	Remarks
	<u>Data Integration Capabilities: Internal Data systems</u>			
1	The proposed tool will have to be in alignment with the Bank's extant delivery processes and shall adopt to any changes therein from time to time.			
2	Solution should integrate data on near real time/real time basis from, which may include but not limited to transaction system (CBS), Credit Rating system, EDW, DMS, Treasury, KYC, AML, FRMS, TRADE FINANCE, It should also ensure that all activities should be transmitted electronically through intranet with adequate access controls so as to monitor and provide for MIS/Dashboard.			
3	Solution should have provision for the extraction/mining of unstructured data from the bank internal documents such as stock statement, Board note, stock audit report, statutory audit report annual report etc.			

4	There should be customization of data entry screen in the solution for entering the relevant information from the branch users.			
5	Solution should have flexible integrating capabilities with internal database through formats such as PDF, XLS, Text and flat file upload etc.			
	<u>Data Integration Capabilities:</u> <u>Third Party Data Sources/Aggregators</u>			
6	<p>The indicative data sources may include but not limited to:-</p> <ul style="list-style-type: none"> ➤ Market data & financial information including Quarterly result (listed companies) ➤ Borrower's Bank account statement with other Banks ➤ Ministry of corporate affairs ➤ Information available on various news sites ➤ Central-KYC and PAN Check External rating agencies ➤ Various defaulter lists and other banks SMA report ➤ CIR agencies ➤ Social media. ➤ CFR/ CBI /ED/SFIO/Cyber Crime, EOW, Central Economic Intelligence Bureau (CEIB) ➤ SIDBI, UdyamiMitra, ECGC, UdyogAadhaar, CGTMSE, Customs, DGFT, IBA, SEBI ➤ RBI, ➤ DRT, DRAT, NCLT, NCLAT, Insolvency and Bankruptcy Board of India (IBBI) Various courts. ➤ GST, Income tax or other revenue authority ➤ Any other innovative data source which could be suggested by Vendor. ➤ The system should have necessary scalability to augment from future available data sources. <p>Vendor shall remain as single touch point for internal and external data source extraction and integration.</p>			
	<u>Data Integration Capabilities:</u> <u>Standardization and Data Quality</u>			

7	The EWS is expected to have capabilities around data ingestion (depending on sources of data, volume and technological limitations). Some of the options that will be are API based, feed based, batch/dump based or manual upload.			
8	The EWS is expected to have functionalities around how data shall be sourced from various sources, its transformation/enrichment/filtration to run analysis and through alerts. Some other key aspects that will be evaluated in case of non-financial text-based data, keyword based filtrations, and text analytics/sentiment based filtrations.			
9	EWS solution is expected to have functionalities of interactive querying system to find cash flow behavior, money trail and other transaction surveillance enablers.			
10	The above referred library should be configurable for addition/deletion/modification of keywords/phrases and after processing document reference and the keyword searched to be included in the alert message.			
11	The system should have algorithms & rules to minimize false positives.			
12	Text mining utility should have intelligent self-Learning capability.			
13	The system should have web harvesting capabilities of integrating the feeds from various business/news/security exchange/social websites to search for news items, articles etc. relevant for the purpose of alert generation.			
14	The internet scanning utility should have facility to configure list of company/borrower names, directors'/KMPs' names etc.			
15	Trigger Library should be readily available in the solution and should be customizable as per Bank's/statutory requirement			
	<u>EWS Rules and Analytical Capabilities</u>			
16	Identity structural outline framework where relationships of Entities with other entities, people can be mapped and the industry to which it belongs can also be mapped.			

17	The EWS system must have facility to map the directors associated with different companies and gives trigger if any irregularity or negativity is noticed.			
18	EWS system must provide an option for template where performance profiling of entities can be matched against peers and industry averages.			
19	EWS system must provide with the flexibility to write bank's own rules that trigger early warning red flags against borrowers.			
20	EWS system should have the capability to carry out intelligent facts extraction regarding these accounts by identifying and filtering irrelevant news items and keeping only relevant news items.			
21	The bidder will have to build the analytical rules in consultation with the Bank. Rules shall be configurable at front end only.			
22	Capability to read the unstructured data about the borrower and use it for identifying early warning signals.			
23	EWSS must permit an option for the creation of manual alert for non-standard event that cannot be ordinarily captured by EWSS.			
24	The proposed solution should be able to create networks based on both transaction as well as relationship-based data and create a nodes and links among the entities.			
25	While onboarding the new customer in bank, based on inputs given about entity, individuals entity/individuals, UID, CIN, DIN, Aadhar, passports, Driving License, Voter ID card the solution should generate market intelligence / due diligence reports based on banks internal or external sources about the profile of customer both positive/negative or specified.			
26	Configurable rules based on financial parameters namely: Financial ratios (e.g. liquidity ratio, profitability ratio, debt coverage ratio, comparison between estimated and actual etc.)			

27	<p>Configurable rules for legal and regulatory compliance based on non-financial parameters:</p> <ul style="list-style-type: none"> ➤ Event based - financial disclosure in public financial Statements ➤ Industry specific reports on overall health of industry ➤ Unit visit report ➤ Stock and Book-Debt statements ➤ Structured news from financial sites and stock market data ➤ Structured news from sentiment scoring (Legal site, social media and other news media (print or electronic)). 			
28	The system should support parameterizing regulatory threshold limits and alert the users on violation / breach of these set limits. The system should be able to know diversion/siphoning patterns like structuring, circulation of fund etc.			
29	<p>The system should support detecting implicit and hidden relationships between:</p> <ul style="list-style-type: none"> ➤ Different accounts of the same customer ➤ Different customers ➤ Customers, non-customers and Walk in Customers 			
30	The system should perform transactions monitoring by analyzing transactions and comparing Benchmarks. Any deviation from benchmark should result in an alert, which should be then tracked to resolution.			
31	Administer rules looking for risk patterns in unstructured data but also automatically discover new rule which explain a particular risk attributes for the account.			
32	<p>EWS system must provide a framework for deciding what thresholds of business rules will result in an alert. The thresholds may be :-</p> <ul style="list-style-type: none"> - Amount based (absolute or % of limit) - Facility based - Event based - Industry based - Geography/location based 			

	<ul style="list-style-type: none"> - Financial Ratio analytical tool - Or a combination of the above. 			
	Alert Generation & Scoring			
33	Alerts must be generated at specific events based on business requirements. Such alerts would be consumed across multiple levels and teams as per business needs.			
34	Alerts must be configurable and may be displayed in Dashboard. Additionally various triggers/alerts should be combined /congregated together account wise and should be sent through mail or SMS automatically in a summary form on daily basis			
35	The proposed application should be capable of maintaining history of alerts generated and provide a framework for trend analysis.			
36	Alerts for which are resolved should be removed from borrower EWS scoring on near/real time basis.			
37	The EWS is expected to have features for scoring alerts based on suitable statistical rating/scoring models.			
38	The EWS is also expected to have a framework that assigns an overall risk score and risk categorization (such as low, Medium, High risk) considering each loan at a customer on the basis of various alerts accumulated over a period of time and other qualitative parameters the bank may consider adequate.			
	Alerts closure mechanism			
39	Alerts generated compulsorily be visited by branch and should be closed within three days from the date of alert, failing which it should be escalated to Circle Office concern on 4th day. Similarly, alerts escalated to Circle Office have to be closed within 4 days from the date of receipt of escalated alert, failing which the same has to be escalated to Zonal Office. Alerts escalated to Zonal Office have to be closed within 7 days from the date of receipt of escalated alert, failing which the same has to be escalated to Head Office. Process to attend the alerts and timelines may be changed as per bank requirement.			
	Reporting Module			

40	Users should be able to generate report in PDF/XLS format as per specifications. The system should support export and import of data from MS-Excel and Open Office Formats ad-hoc reports with an easy to use report writing Tool / Wizard.			
41	The system should have flat file export functionality to export transaction data and static data in .CSV, .txt, .xls, .xlsx, .pdf, .rtf etc.			
42	Capture all the alerts in a comprehensive report and giving total score and corrective/preventive action as well.			
43	The system should be capable of risk categorization of borrowers based on frequency/gravity of Alerts.			
44	The solution should support distribution of Reports and Dashboards to iPad and Android devices.			
45	The solution should support same dashboard /report created on web to be accessed from iPad and android devices without requiring any redesign.			
46	Reports and Dashboards access on iPad and Android devices should be using a native application which helps leverage most popular gestures and capabilities, including zoom, swipe, etc., to optimize ease of use and user engagement.			
47	Reports should also be made available for each account at monthly/quarterly/ half yearly / annual intervals or such intervals as may be decided by the Bank. The Branch should be able to report to Top Management via system with their comments. Also these reports should be archived for inspection by regulator/Central statutory auditor/Bank's internal auditors			
48	The system should be capable of generating exhaustive reports, which can be used for Strategy outcomes, Delinquency mapping, Portfolio penetration, etc.			
49	The developed EWS system should be capable of prescribing for probable Red Flagged Account (RFA) along with generation of a specific report.			
	Usage of Feedback for Other Systems			

50	Based on the history of alerts generated in EWS for a borrower, the same should be used to track further transactions in CBS for that particular account.			
51	The Inputs generated from this system can be used for loan processing.			
52	Final score of borrower can be used in rating models for risk categorization.			
53	External database of borrowers from this system can be used as input for other applications of the bank.			

NOTE: Non- Compliance to any of the above technical specification will make the bid liable for rejection.

The evaluation of functionality of proposed solution will be based upon the statements/reports available/to be available in the solution. Considering the following criteria, the evaluation of 50 marks will be carried out as per response given by Bidder against the below requirements:

Y = Functionality is AVAILABLE - (1) Mark

C* = CUSTOMIZABLE free of cost - (0.5) Marks

*the requirement covered as Customizable shall be delivered to the Bank within 6 months from GO Live date of proposed solution in the bank.

At least 50% of the requirement mentioned above should be AVAILABLE.

Important points:

1. During any phase/Milestones of this Project, successful bidder shall have to incorporate the Regulatory changes/modification in their guidelines pertaining to all the above Reports.
2. Successful bidder shall have to create an interface among the banks systems and application for any purpose wherever required.
3. All the above reports must have drill down facility up to GL level.

9) **Hardware Specifications**

The Bidder has to submit the hardware specification document covering exhaustive list of all hardware items, software items (like OS, DB etc.) with their configurations to the Bank for implementing the proposed solution in accordance with the requirements of the proposed solution. The sizing should be done keeping in mind the fact that the application will be used by the Bank for a period of -5- year (extendable further for 2 years at Bank's discretion). The Bank reserves the right to procure the same from the bidder or from open market. However, the shortlisted bidder will assist Bank in below tasks related to hardware:

- Install the proposed solution on the hardware infra as recommended by the Bidder.
- Recommend any enhancements/upgrades to the hardware and the software installed on same, to ensure that the application functions as required.
- Support Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required
- Support Bank team to ensure maintenance activities that are carried out as and when required.
- Assist Bank team in ensuring compliance to various guidelines issued by RBI, other regulatory bodies, government etc.

Tentative no of Transactions is as specified below:

Sr. no.	Transaction Information	Year 1	Year 2	Year 3	Year 4	Year 5
1	Average No of Transactions per day from Branch Network	150000	180000	232000	292000	335000
2	Average No of Transactions per day from Channels and interfaces	100000	126000	158000	195000	223000

10) Section VI : Financial Bid Format

Sr. No.	Particulars	Total Amount
1.a	One time Application Software/license cost – Perpetual	
1.b	Third-Party Application Cost (if any)	
2	Implementation Cost & Integration Cost (One Time Cost)	
3	Any Other Cost	
4	Annual AMC/ATS Charges on per annum basis	
	GRAND TOTAL in INR (Excluding GST/Other taxes)	

(Signature of Authorized Signatory)

(Name, Designation and Address)

(Seal of the Company)

Date:

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