



**Request for Proposal**

**for**

**Empanelment of vendors for Customization of Finacle Core ver. 10.2.25 and higher versions, Finacle Alerts Solution ver. 10.5.02 and higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 and higher versions, and Finacle Treasury Solution ver. 11.13.0.8 and higher versions**

**CUSTOMIZATION DEPARTMENT (CDO VERTICAL)**

**HEAD OFFICE**

**NAINITAL**

The Nainital Bank Limited

16<sup>th</sup> April, 2024

RFP Reference No- NTB/IT/CZ/2024/04/016

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## List of Abbreviations

<b>Acronym</b>	<b>Full Form</b>
BOD	Beginning of day
AMC	Annual Maintenance Contract
CBS	Core Banking Solution
EOD	End of Day
IT	Information Technology
NDA	Non-Disclosure Agreement
OSD	Original Software Developer
PBG	Performance Bank Guarantee
PO	Purchase Order
RBI	Reserve Bank of India
RFP	Request for Proposal
RFQ	Request for quotation
SLA	Service Level Agreement (which may be used interchangeably with contract)
NEFT	National Electronic Funds Transfer
DD	Demand draft
PO	Pay Order
BG	Bank Guarantee
EMD	Earnest Money Deposit

## 1. Section I – Invitation to Bid

**RFP No. NTB/IT/CZ/2024/04/016**

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

Dated: 16.04.2024

*The Nainital Bank Ltd. invites Technical bids from eligible bidders which are valid for a period of 180 days from the last date of submission of bid for “Empanelment of vendors for Customization of Finacle Core ver. 10.2.25 and higher versions, Finacle Alerts Solution ver. 10.5.02 and higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 and higher versions, and Finacle Treasury Solution ver. 11.13.0.8 and higher versions”.*

<b>Scope of Work</b>	Empanelment of vendors for Customization of Finacle Core ver. 10.2.25 and higher versions, Finacle Alerts Solution ver. 10.5.02 and higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 and higher versions, and Finacle Treasury Solution ver. 11.13.0.8 and higher versions	
<b>Application Money</b>	<b>Rs. 5,000/- (Rupees Five Thousand Only)</b>	Application money has to be deposited as DD/PO/NEFT* at the time of submission of Bid.
<b>EMD (Earnest Money Deposit) to be submitted</b>	<b>Rs. 1,00,000/- (Rupees One Lakhs Only )</b>	Earnest Money Deposit (EMD) submitted in the form of DD/PO/NEFT* or Bank Guarantee which should be valid for a period of 6 months from the last date for bid submission date. EMD to be deposited along with the bid.
<b>Date of issue of RFP</b>	16/04/2024	
<b>Last date and time of submission of Bids</b>	06/05/2024 (1600 Hrs)	
<b>Date and time of opening of Eligibility cum Technical Bids (envelope 1 and envelope 2)</b>	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 Bidder Profile.)	

Interested parties may view and download the RFP Document containing the detailed terms & conditions, from the bank’s website

<https://www.nainitalbank.co.in/english/tender.aspx>

**RFP Coordinator – Alok Sah,**  
**Senior Manager (IT)**  
**Contact No – +91-9927199959**  
**e-mail – [customization@nainitalbank.co.in](mailto:customization@nainitalbank.co.in)**

## 1.1. Document Control Sheet

<b>Tender Reference No.</b>	<b>NTB/IT/CZ/2024/04/016</b>
<b>Name of Organization</b>	THE NAINITAL BANK LIMITED
<b>Tender Type (Open/Limited/EOI/Auction/Single)</b>	Open
<b>Tender Category (Services/Goods/works)</b>	Services
<b>Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/Sell)</b>	Service/Empanelment
<b>Technical Evaluation (Yes/No)</b>	Yes
<b>Is Multi Currency Allowed</b>	No (Only INR)
<b>RFP Issuance Date</b>	16/04/2024
<b>RFP Coordinator</b>	RFP Coordinator – Alok Sah Senior Manager (IT) Contact No – +91-9927199959 Email – customization@nainitalbank.co.in
<b>Last date of receiving written request for clarifications before the pre-bid meeting</b>	13:00 hrs on 20/04/2024 E-mail: customization@nainitalbank.co.in
<b>Pre-bid meeting</b>	<ul style="list-style-type: none"> <li>• Pre bid meeting will be held through online mode on 22/04/2024 between 10.30 AM and 12:30 PM.</li> <li>• Bidder to submit the names of -2- authorized officials/persons (Maximum) along with their contact numbers, designations and e-mail IDs on <a href="mailto:customization@nainitalbank.co.in">customization@nainitalbank.co.in</a> by 13:00 hrs on 20/04/2024 along with clarification sought (if any) in the format prescribed in <a href="#">point 3.8.</a></li> <li>• Invitation link of the meeting will be sent by the Bank to the email IDs (max. 2) of authorized officials/persons of the bidder to join the Online Pre-Bid Meeting as per the schedule mentioned above.</li> <li>• 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.</li> </ul>
<b>Last date of submission of RFP response (Closing date) and address for submission of Bid</b>	16:00 Hrs. on 06/05/2024 at The Nainital Bank Ltd., Customization Department (CDO Vertical), Head Office, Seven Oaks Building, Mallital, Nainital, Uttarakhand – 263001
<b>Mode of Submission of Bid</b>	The Bidder shall send the Bid Envelope

	<p>through Courier / Registered Post / Speed Post or deposit the Bid envelope in person in the tender/RFP box kept for this purpose at <b>The Nainital Bank Ltd., Customization Department (CDO Vertical), Head Office, Seven Oaks Building, Mallital, Nainital, Uttarakhand – 263001</b> on or before 16:00 hrs on 06/05/2024 (Bid Submission Date &amp; Time).</p> <p>The date of dispatch of Courier / Registered Post / Speed Post receipt should be on or before the last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purposes should be sent on the email id of RFP Coordinator mentioned in the Document Control Sheet.</p> <p>However, if the said Bid Envelope dispatched before last date of bid submission, sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 7 days from the last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, due to such misplacement or non-delivery of the said bid envelope.</p> <p>Further, the Bidder, whose bid envelope is misplaced in transit or is undelivered within 7 days from the last date of bid submission cannot resubmit his bid on the pretext of lost in transit, misplacement or non-delivery of the Bid envelope.</p>
<p><b>Date and time of opening of Eligibility and Technical Bids (envelope 1 and envelope 2)</b></p>	<p>Date and time of opening of envelope 1 &amp; 2 will be shared later to the bidders (through the authorized e-mail IDs shared by the bidders).</p>
<p><b>Contract Type (Empanelment/Tender)</b> <b>Commercial Bid</b></p>	<p>Empanelment</p> <p>As the RFP is an invitation for empanelment, only Technical bid is required to be submitted at the time of submission of bid and Commercial bid is not required to be submitted at this stage.</p>
<p><b>Multiple Technical Annexure(s)</b></p>	<p>Yes</p>
<p><b>Application Money</b></p>	<p>Application Money of Rs. 5,000/- (Rupees 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 the last date of Bid submission as per account details mentioned below: Account Name - PAY-RECEIPT</p>

	SUSPENSE A/C Account Number - 999420920000025 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital
<b>Bid Security (Earnest Money Deposit)</b>	Earnest Money Deposit (EMD) of Rs. 1,00,000 (Rupees One Lakh Only)* has to be submitted in the form of DD/PO/NEFT or Bank Guarantee which should be valid for a period of -6-(six) months from last date for bid submission date. EMD to be deposited along with the bid. The NEFT should be sent on or before the last date of Bid submission as per account details mentioned below:  Account Name - PAY-RECEIPT SUSPENSE A/C Account Number – 999420920000025 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital
<b>Bid Validity days</b>	180 days from the last date of submission of bid
<b>Location for Submission of Bid</b>	The Nainital Bank Ltd., Customization Department (CDO Vertical), Head Office, Seven Oaks Building, Mallital, Nainital, Uttarakhand – 263001
<b>Validity of Contract</b>	Three years from the date of letter of engagement of Empanelment, extendable for further Two years solely at the discretion of the Bank
<b>Address for Communication</b>	Mr. Gaurava Kumar Sharma, Chief Digital Officer & Associate Vice President – Information Technology, The Nainital Bank Ltd., Head Office, Seven Oaks Building, Mallital, Nainital, Uttarakhand - 263001

\*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/RFP. (Please refer Pt. 3.6 of this RFP document for detailing the MSE clause)

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



## 2. DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Nainital Bank Limited or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respects will be at the Bidder's risk and may result in rejection of the Bid. The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

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.

### 3. Section II: Instructions for Bid Submission

#### 3.1. Executive summary of the project

The Nainital Bank Limited was established in the year 1922 with the objective to cater to the 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. At present, the Bank is operating in five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan, having 171 branches which may however increase in future consequent to opening of new branches. The bank's Head Office is at Nainital, Uttarakhand and its -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 Document envisages the Empanelment of vendors for Customization of Finacle Core ver. 10.2.25 and higher versions, Finacle Alerts Solution ver. 10.5.02 and higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 and higher versions, and Finacle Treasury Solution ver. 11.13.0.8 and higher versions.

The broad scope of work desired for the Empanelment of vendors for Customization of Finacle Core ver. 10.2.25 and higher versions, Finacle Alerts Solution ver. 10.5.02 and higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 and higher versions, and Finacle Treasury Solution ver. 11.13.0.8 and higher versions is given in the 'Scope of Work' section, wherein the empanelled vendors have to provide necessary services to the Bank.

Accordingly, Bank invites technical proposals from eligible bidders for **Implementation & support of customization requirements not available as part of base products** of the aforementioned applications.

The shortlisted vendors will be empanelled initially for a period of three years which is further extendable for an additional period of 2 years subject to review of meeting of the requirements

#### 3.2. 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.***

*Bidders are responsible for regularly checking the bank's website - <https://www.nainitalbank.co.in/english/tender.aspx> for any clarification (s)/ corrigendum (s).*

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

### **3.3. Submission of Bids**

The bidder shall submit all Pre-qualification documents in an envelope which will be marked as “*Envelope No. 1: Implementing Customization in Finacle Applications - Pre-qualification envelope*”.

The Bidder shall seal the original DD/PO or Bank Guarantee as EMD and Application fees in the form of DD/PO in this Envelope No. 1 along with other Pre-qualification documents. If the same are deposited through NEFT, as the case may be, details of the same should be submitted in the Bidder's Profile as mentioned in point no. 6.1. The Bidder shall mark its company/firm/LLP name and RFP reference number on the back of the Bank Demand Draft/PO before sealing the same.

Hard copy of all documents submitted under Technical Bid (**Envelope 2**) must be submitted to the Bank at The Nainital Bank Ltd., Customization Department (CDO Vertical), Head Office, Seven Oaks Building, Mallital, Nainital, Uttarakhand – 263001 and addressed as “*Envelope No. 2: Implementing Customization in Finacle Applications – Technical bid envelope*”.

Bidders are requested to note that they should necessarily submit their technical 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.

The address of The Nainital Bank Ltd., name and address of the bidder and the RFP Reference Number shall be marked on the envelopes. The envelopes shall also be marked with a sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelopes are 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 Envelopes through Courier / Registered Post / Speed Post or deposit the Bid envelopes in person in the RFP box kept for this purpose at The Nainital Bank Ltd., Customization Department (CDO Vertical), Head Office, Seven Oaks building, Mallital, Nainital, Uttarakhand – 263001 on or before 16:00 Hrs on 06/05/2024 (Bid Submission Date).

The date of dispatch of Courier / Registered Post / Speed Post receipt should be on or before the last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purposes should be sent on the email id of the RFP Coordinator mentioned in the Document Control Sheet.

However, if the said Bid Envelopes sent through Courier / Registered Post / Speed Post are lost in transit or are not delivered within 7 days from the last date of bid submission, in such circumstances, the Bank shall not be liable, whatsoever, due to such loss in transit, misplacement or non-delivery of the said bid envelopes.

Further, the Bidder, whose bid envelopes are misplaced in transit or are undelivered within 7 days from the last date of bid submission cannot resubmit his bid on the pretext of lost in transit, misplacement or non-delivery of the Bid envelopes.

### **3.4. Assistance to Bidders**

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

### **3.5. Cost to Bid**

The Bidder shall bear all costs associated with the preparation and submission of their 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 these costs, regardless of the conduct or outcome of the RFP process.

### **3.6. Micro and Small Enterprises (MSE)**

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

- i. 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/RFP. Bids received without EMD, tender/RFP cost (application money), and Fees for proposed solution features from Bidders not having valid NSIC registered documents for exemption will not be considered.
- ii. To qualify for EMD, Tender/RFP Fee / Cost (application fee), and Fees for proposed solution features exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender/RFP documents. MSE firms who are in the process of obtaining registration will not be considered for EMD, Tender Fee / RFP Fee / Cost (application fee), and Fees for proposed solution features exemption.
- iii. 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.
- iv. 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.

### **3.7. Contents of the RFP Document**

This RFP Document is divided into the following sections:

1. Section I - Invitation for Bids
2. Section II - Instructions for Bid submission
3. Section III - Scope of Work
4. Section IV - General Conditions of the Contract and Service Level Agreement
5. Section V - Bid Submission Format

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.

### **3.8. Clarification on RFP Document**

A prospective Bidder requiring any clarification on the RFP Document may submit their queries, through email, at the Bank's e-mail address i.e. [customization@nainitalbank.co.in](mailto:customization@nainitalbank.co.in) and

as per schedule indicated under **point no. 1.1 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:

S. 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 the last date and time 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 the bank's website <https://www.nainitalbank.co.in/english/tender.aspx>. Bidders are responsible for regularly checking the above website for any clarification (s)/ corrigendum (s) and Bank's response.

**Note:** Inputs/suggestions/queries submitted by the 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 the Bank's website.

### **3.9. Amendment of RFP Document**

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

Amendments, if any, will be notified in writing on the bank's website [www.nainitalbank.co.in](http://www.nainitalbank.co.in) under Tender section and shall be binding on all bidders.

In order to provide prospective Bidders with a reasonable time, 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 as an integral part of this RFP.

### 3.10. 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**.

### 3.11. 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 RFP, shall comprise of the following: (The envelope should be marked as ‘*Envelope No. 1: Implementing Customization in Finacle Applications - Pre-qualification envelope*’)

- Index
- Bid Submission Cover Letter
- Bidder’s Profile to be submitted in the format as mentioned at Section V (Point no. 6.1). The Bidder’s Profile shall be limited to a maximum of 5 pages and shall summarize the content of the response. The Bidder’s Profile shall initially provide an overview of Bidder's organization and position with regards to scope of work and professional services in Banking Sector. A summary of the Bidder's services that will be provided as a part of this empanelment shall follow. A brief description of the unique qualifications of the Bidder. Information provided in the Bidder’s Profile is to be presented in a clear and concise manner.
- Application Money in the form of DD/PO in original or details of NEFT in Bidder’s Profile
- EMD (as mentioned in this RFP): The original Bank Guarantee/DD/PO for EMD must be submitted in a sealed envelope mentioning “EMD-NTB/IT/CZ/2024/04/016” by Bid submission end date as mentioned in Section 1 – Invitation of Bids. 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/RFP. (Please refer Pt. 3.6 of Section II of this RFP document for detailed MSE clause).
- Response to Eligibility criteria: Eligibility Criteria should contain all the supporting



documents sought for in the eligibility criteria.

- Power-of-attorney or latest Board Resolution, (in case of company) executed by bidder authorizing the Principal Officer / Authorized representative to submit and sign the bid. The power of attorney and any other document/s consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.
- Declaration for Non-Blacklisting to be submitted in the format as mentioned at Section V (Point no. 6.2).
- Undertaking of Information Security to be submitted in the format as mentioned at Section V (Point no. 6.3).
- Undertaking for No Deviation to be submitted in the format as mentioned at Section V (Point no. 6.5).
- Duly signed Integrity Pact to be submitted in the format as mentioned at Section V (Point no. 6.7).
- Non-disclosure agreement to be submitted in the format as mentioned at Section V (Point no. 6.8).

Note – all documents should be signed and stamped by authorized representative /principal officer.

## 2. **Envelope 2 - Technical Bid envelope**

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

- Index
- Technical Bid Letter
- Technical / Functional Specifications (Refer Section III: Detailed Scope of work)
- Detailed approach & methodology for providing the proposed service
- Methodology and Service Implementation Plan
- Supporting documents as required in technical score sheet
- All documents including technical compliance in a storage media. Technical compliance has to be submitted in excel format.
- Undertaking by the bidder

All documents should be signed and stamped by the authorized person.

### **Opening of the Financial Bids:**

RFQ shall be sought from empanelled service providers during the period of empanelment. No Commercial quotes are to be submitted for this RFP. Commercial quotes shall be obtained during the RFQ stage based on specific project requirements from the Empanelled vendors. It is important to note that the Vendors/ Bidders, who are found successful and are empanelled with the Bank need to abide by the terms & conditions of the RFQ document which will be floated to the selected vendors at the time of assigning of the customisation work.

### **3.12. Bidder Qualification**

The "Bidder" as used in the RFP Documents shall mean the one who has signed the Tender/RFP Form. The Bidder may either be the **Principal Officer** or his duly **Authorized Representative**, in either case, 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 officer.

It is further clarified that the individual signing the tender/RFP document or other documents in connection with the tender/RFP must certify whether he/she signs as the Constituted attorney of the firm/company, 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 shall be intimated to THE NAINITAL BANK LTD. in advance.

### **3.13. Earnest Money Deposit (EMD)**

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

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

The EMD must be submitted, in form of DD/PO/NEFT or Bank Guarantee valid for a period of -6- months from the last date of bid submission, of any Scheduled Commercial Bank located in India favouring The Nainital Bank Ltd (except The Nainital Bank Ltd.). In case the EMD is sent

through NEFT, such details are to be submitted in the format as mentioned at Section V Point no. 6.6.

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 pt. no. 3.6 Micro and Small Enterprises clause for details)

Unsuccessful Bidder's EMD will be returned after empanelment of the successful Bidders. No interest will be paid by the Bank on the EMD.

The successful Bidder's EMD will be discharged upon the bidder executing the Service Level Agreement (SLA) /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. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the SLA/contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever;
- c. To comply with any other condition precedent to signing the contract specified in the RFP documents.
- d. to furnish Security Deposit/Bank Guarantee for contract performance.

### **3.14. Security Deposit/Performance Guarantee:**

The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favouring The Nainital Bank Ltd. equal to Rs. 1,00,000/- (Rupees One Lakh Only) for the entire period of the contract/empanelment i.e. 36 months and such other extended period as the Bank may decide for due performance of the project obligations. The Bank Guarantee should only be issued by a Scheduled Commercial Bank located in India, other than The Nainital Bank Ltd.

In the event of non-performance of obligation or failure to meet the terms of this RFP or subsequent agreement the Bank shall be entitled to appropriate/invoke the security

Deposits/Performance Bank Guarantee as the case may be without notice or right of demur to the Bidder.

The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Guarantee, if any, under this contract.

Validity: Valid for 36 months. The BG will be released after 6 months and/or extended period or execution of all pending orders, whichever is later.

In the event of termination, Bank may invoke the Performance Bank Guarantee/Security Deposit, recover such other direct costs and other amount towards direct damages from the successful bidder that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.

### **3.15. 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 up to 180 days. Any clarification/request or response thereto on extension of period of bid submission or extension of period of validity of EMD shall be done as per this RFP document. The validity of EMD may also be extended if required.

### **3.16. 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 Service Level Agreement/Contract. All pages of the bid, except for un-amended printed literature, shall be initialled 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 their bid with the exact name of the firm/company/LLP to whom the SLA/contract is to be issued.

### 3.17. 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 this RFP document will solely prevail.

### 3.18. Consortium

Consortium is not allowed.

### 3.19. Sub- Contracting

The selected service provider/ vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service prescribed in the scope of work requires subcontracting, it needs to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

### 3.20. Last Date & Time for Receipt of Bids

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

### 3.21. 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 to Bid**, shall stand rejected.

### 3.22. Modification and Withdrawal of Bids

No bid may be altered / modified subsequent to the closing date and time 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.

### **3.23. Bidder's Address for Correspondence**

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

### **3.24. Contacting the Bank**

No Bidder shall contact the Bank on any matter relating to their bid or subsequent to RFQ, from the time of the bid opening up to the time of award of contract/agreement.

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

### **3.25. 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 eligibility criteria is found to be in order.

### **3.26. Evaluation of Bids**

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

The purpose of this clause 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 RFP 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 services, for the entire period of the agreement/contract/empanelment. The Bidder's bid must be complete in all respects and covering the entire scope of work as stipulated in the RFP Document.

### **3.27. Preliminary Examination**

The Bank will examine the bids to determine whether they are complete, whether the bid format conforms to the RFP requirements, whether any computational errors have been made, 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.

### **3.28. Clarification**

When deemed necessary, during the RFP 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 bid submitted.

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

### **3.29. Evaluation of Eligibility Criteria**

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

Before opening and evaluation of the technical proposals, bidders are expected to meet all the general conditions of the contract/SLA/empanelment and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting pre-qualification criteria are liable to be rejected summarily.

The bidder must possess the requisite experience, strength and capabilities in providing the solution necessary to meet the requirements, as described in the RFP Document. The bidder must also possess the technical knowhow and the commercial wherewithal that would be required to successfully provide the customization services 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:

S. No.	Eligibility Criteria	Supporting Required	Complied (Yes/No)
1	Bidder should be Government Organization / PSU / PSE / Partnership firm under Partnership Act / LLP / Private or Public Limited Company in India for at least the last 5 years as on date of bid.	Documentary Proof to be attached (Certificate of Incorporation or any other certificate of registration issued by a competent authority from the Government of India). Submit copy of PAN Card, GST Registration.	
2	Bidder to provide an undertaking on their 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	
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings / Banks (PSUs / PSBs) or Private Banks or Financial Institutions during the last 3 years/FYs.	Self-Certificate/Undertaking to be provided as per <u>point no. 6.2.</u>	
4	Bidder should be:  An empanelled vendor for customisations in Finacle applications ver. 10.x and higher versions by M/s Infosys Technologies Ltd. / M/s EdgeVerve Systems Ltd.	Proof like engagement letter / letter of empanelment duly signed by: M/s Infosys Technologies Ltd. / M/s EdgeVerve Systems Ltd.	
5	Bidder should have minimum annual turnover (from Indian operations) of Rs. 2 crores each during the last two financial years that is 2021 – 22 and 2022 – 23 as per audited financial statements.	Audited financial statement of the last two financial years	
6	Must be net profit making entity (from Indian operations only) for each year in the last two financial years that is financial years 2021 – 22 and 2022 – 23.	Audited Financial statements for the financial years 2021 – 22 and 2022 – 23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.	
7	The bidder should not be involved in any litigation which threatens solvency of the company.	Certificate is to be provided by the chartered accountant / statutory auditor.	



S. No.	Eligibility Criteria	Supporting Required	Complied (Yes/No)
8	<p>Bidder should have provided services for Customization of Finacle Core ver. 10.2.25 or higher versions, Finacle Alerts Solution ver. 10.5.02 or higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.2.10 or higher versions, and Finacle Treasury Solution ver. 11.13.0.8 or higher versions to at least three Scheduled Commercial Banks / RRBs / Public Sector Bank / Private Bank / <b>Co-operative Bank*</b> in India</p> <p>*The Co-operative Bank must fulfil the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India.</p> <p>ii) Total Business of Rs. 25,000 crore or above in India.</p> <p>(Copy of proof must be enclosed for both Point nos. i and ii)</p>	<p>Copy of the Credential Letter should be submitted or Copy of Purchase order from the client's executive should be submitted and</p> <p>an Undertaking from the Bidder on the Bidder's letter head confirming the implementation along with the contact details of client's representative.</p>	
9	<p>Bidder should have at least 100 direct employees on their payroll.</p>	<p>Self-declaration in the bidder letterhead duly signed by the authorized person should be submitted</p>	

If bidder is not qualifying any of the above criteria its bid shall be summarily be rejected.

Based upon the evaluation criteria more than one vendor/ bidder can be empanelled.

### 3.30. Final Bid Evaluation (Technical Bids)

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

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

The technical bid will then first be reviewed for determining the compliance of the technical bids with the RFP terms and conditions, minimum/mandatory technical requirements and the scope of work as defined in this RFP document.

Any bid found to be non-compliant to the mandatory technical requirements, RFP terms and conditions and the scope of work shall be rejected and will not be considered for further

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 this RFP document. Bank reserves the right to summarily reject any bid which does not contain all the mandatory supporting documents or may ask bidder to resubmit documents, the decision of the Bank will be final and binding in this regard.

Bidders are required to comply with all the Technical Specifications as mentioned in this RFP Document, no deviation(s) will be accepted. Any deviation would be summarily rejected without assigning any score.

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-

<b>Sl. No.</b>	<b>Parameter</b>	<b>Maximum Score</b>
<b>Technical Evaluation</b>		
A.	BIDDER's Capability & Experience	100
<b>Total</b>		<b>100</b>

Scoring Matrix:

**A. BIDDER's Capability & Experience**

<b>Sl. No.</b>	<b>Scoring Parameter</b>	<b>Maximum Score</b>	<b>Documents to be submitted</b>
1	BIDDER's experience in proposed solution/services offered with respect to customization in Finacle Core ver. 10.2.25 or higher versions, Finacle Alerts Solution ver. 10.5.02 or higher versions, Finacle e-Banking Solution	30	Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the Bidder on the Bidder's letter head confirming the

	<p>(Retail and Corporate) ver. 11.5 or higher versions, and Finacle Treasury Solution ver. 11.13.0.8 or higher versions in Scheduled Commercial Banks / RRBs / Public Sector Bank / Private Bank / <b>Co-operative Bank*</b> in India to be calculated as below.</p> <ul style="list-style-type: none"> <li>• Each Scheduled Commercial Bank/ RRB /Public Sector Bank/ Private Bank implementation will carry <b>6 marks</b>.</li> <li>• Each Co-operative Bank* implementation will carry <b>3 marks</b>.</li> </ul> <p>Maximum 30 marks will be awarded to any bidder in case proposed solution/ service is given for more than 5 banks by the bidder.</p> <p>*The Co-operative Bank must fulfil the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India.</p> <p>ii) Total Business of Rs. 25,000 crore or above in India.</p> <p>(Copy of proof must be enclosed for both Point nos. i and ii)</p>		<p>implementation along with the contact details of client's representative.</p>
2	<p>The BIDDER shall have an annual turnover of at least 2 crores for the last two (2) financial years (i.e., 2021–22 and 2022–23) should be</p> <ul style="list-style-type: none"> <li>• Turnover 2 cr INR – 10 Marks</li> <li>• Turnover between 2 cr to 5 cr INR – 15 Marks</li> <li>• Turnover greater than 5 cr INR – 20 Marks</li> </ul>	20	<p>Audited Financial statements for the financial years 2021–22 and 2022–23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.</p>
3	<p>BIDDER should have at least 5 years' experience in providing services for Customization of Finacle Core ver. 10.2.25 or higher versions, Finacle Alerts Solution ver. 10.5.02 or higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 or higher versions, and Finacle Treasury Solution ver. 11.13.0.8 or higher versions in Scheduled Commercial Bank / RRBs / Public Sector Bank / Private Bank / Co-operative Bank* in India.</p>	10	<p>Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the Bidder on the Bidder's letter head confirming the implementation along with the contact details of client's representative.</p>

	<p><b>Experience:</b>  <b>Category-1:</b> Scheduled Commercial Bank / RRBs / Public Sector Bank / Private Bank in India.  More than 5 years -10 Marks  Between 4 to 5 years - 7 Marks  Less than 4 years - 5 Marks</p> <p><b>Category-2:</b> Co-Operative Bank  More than 8 years -10 Marks  Between 6 to 8 years - 6 Marks  Less than 6 years - 4 Marks  Higher marks will be awarded if Bidder has experience in both categories i.e. Category-1 and Category-2</p> <p>*The Co-operative Bank must meet the following criteria as on 31.03.2023.  i) Branch Operations in at least three states in India.  ii) Total Business of Rs. 25,000 crore or above in India.</p> <p>(Copy of proof must be enclosed for both Point nos. i and ii)</p>		
4	<p>CMMI Level  CMMI Level 3 - 5 Marks  CMMI Level 4 - 7 Marks  CMMI Level 5 - 10 Marks</p>	10	Copy of the Certificate
5	<p>Certification:  ISO 9001:2015 - 10 Mark  ISO 27001 - 10 Mark</p>	20	Copy of the Certificate
6	<p>Infosys / EdgeVerve empanelled partner certificate</p>	10	Copy of Certificate
	<b>Total</b>	<b>100</b>	

**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 the 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:

$ST = 100 \times TS/TM$ , where TS = 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. Technically qualified bid will be considered once it scores minimum score technical (ST) of 70 percentile and above, and rest will be technically rejected. Empanelment will not be done for technically dis-qualified bids.

The shortlisted bidders will be declared after thorough evaluation of the technical bid by the Bank. During the evaluation if the Bank finds that the detailed bid is not in order, not complete, etc. then Bank will treat their bid as non- viable and same will be rejected.

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 bidders, it will be declared a defaulting bidder and THE NAINITAL BANK LTD. reserves right to blacklist such bidders for next three years from participating in any THE NAINITAL BANK LTD. Request for Proposal. In such a situation, the RFP 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 THE NAINITAL BANK LTD. reserves the right to blacklist such organization(s) for the next three years from participating in any THE NAINITAL BANK LTD. Request for Proposal.

Please note that if, after various rounds of evaluation to empanel a Bidder in place of the defaulting bidder, the Bank does not find any suitable bidder(s) amongst the remaining eligible bidders, then the Bank shall be at liberty to reject or accept the bid of the next ranked bidder.

### **3.31. Bank's Right to Vary Scope of Contract/agreement 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/SLA as specified in the RFP document.

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder to provide the service/solution or impacts the performance of any part of the work under the Contract/SLA whether changed or not changed by the order, an equitable adjustment shall be made in the Contract/SLA Value or the time schedule, or both, as decided by the bank and the Contract/SLA 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.

### **3.32. 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 any or all bids at any time prior to the award date, 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.

Further Bank reserves the rights to:

- Reject any or all responses received in response to the RFP
- Extend the time for submission of all proposals
- Cancel the RFP at any stage, without assigning any reason whatsoever.
- Visit the place of work of the bidder
- Conduct an audit of the services provided by the bidder.
- Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.

### **3.33. Notification of Award**

Prior to the expiration of the period of bid validity (180 days from the last date of bid submission), the Bank will notify the successful Bidders in writing that their bid has been accepted. The notification of award will constitute the offer of letter of empanelment followed by execution of SLA.

### **3.34. Award of letter of engagement of Empanelment and SLA**

There will be multiple vendors who will be empanelled.

At the same time as the Bank notifies the successful Bidders that their bid has been accepted, the Bank will send the Bidders the Pro forma of the Contract/SLA.

Within 15 days of receipt of the Pro forma of Contract/SLA, the empanelled bidder shall sign and date the Contract/SLA and return it to the Bank.

The term of empanelment will commence from the date of signing of contract/SLA and will be valid for a period of three years. The contract/SLA is extendable further for two years solely at

the discretion 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 3 months before the expiration of the term, here of, 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 the extended period of two years if deemed appropriate (THE NAINITAL BANK LTD. reserves the right to extend the agreement with Bidder), the term and conditions for SLA, scope of work and penalty shall remain same as given for the original term of the empanelment.

Bidder has to agree to honouring all RFP conditions and adherence to all aspects of fair trade practices in executing the purchase orders for the customisations items placed by THE NAINITAL BANK LIMITED.

### **3.35. Termination of Empanelment**

1. The Bank shall serve 30 days' notice of termination to the empanelled vendor before terminating the empanelment and SLA of Bidder.
2. The Bank will be entitled to terminate empanelment, without any cost to the Bank and recover expenditure incurred by the Bank, on the happening of any one or more of the following:
  - a. The empanelled vendor commits a breach of any of the terms and conditions of the bid.
  - b. The empanelled vendor goes into liquidation voluntarily or otherwise or appointment of receiver or manager of any of the successful bidder's assets or insolvency of the successful bidder.
  - c. Distress, execution or other legal processes being levied on or upon any of the successful bidder's goods and/ or assets.
  - d. If the successful bidder assigns or attempts to assign his interest or any part thereof of the project assigned.
  - e. The empanelled vendor does not participate in consecutive five RFQs for which he is otherwise eligible.
  - f. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.

- g. The progress regarding the execution of the order accepted by the empanelled vendor is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving 30 days' notice for the same. In this event, the empanelled vendor is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason the contract is cancelled.
- h. Non-satisfactory performance of the empanelled vendor during implementation and operation.
- i. An act of omission by the Bidder, its employees or its agents in the performance of the services provided by this contract including delay in operationalizing/customizing the project allotted beyond the specified period or any other reason which in the judgment of the Bank does warrants termination of empanelment.
- j. Failure to integrate/implement the Project as per the requirements of the Bank as stated in the RFQ.
- k. Material discrepancies in the Services noted in the implementation of the Project. The Bank reserves the right to procure the same or similar service from the alternate sources at the risk, cost and responsibility of the empanelled vendor.
- l. Successful bidder is found to be indulging in frauds.
- m. The Bank suffers a reputation loss on account of any activity of empanelled vendor or penalty is levied by regulatory authority.

In the event of sub contract or assignment contrary to the terms of agreement THE NAINITAL BANK LTD. may, at any time, terminate the contract/agreement 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/agreement, if the vendor fails to, deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract/agreement, 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 solely with the bidder.

If the empanelment is terminated by the Bank, the Bank shall also be entitled to get back the infrastructure and hardware, if any, provided by the Bank.



Any termination of empanelment from Bank may also be accompanied by a de-facto blacklisting of the successful bidder.

### **3.36. Conflict of Interest**

The Bank requires that bidder shall provide professional, objective, and impartial advice and at all times hold the Bank's interest paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from the Bank. Bidder has an obligation to disclose any situation of actual or potential conflict in assignment/job, activities and relationships that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if the Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

### **3.37. 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.

The document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the Bank and Associates. The bidder shall ensure that its own employees or the employees/firm(s) engaged/hired by him shall maintain full confidentiality of the entire information. Disclosure, reproduction, transmission of this RFP, any amendment to the RFP, any specifications, plan, drawing, pattern, sample data or any part of the aforementioned information to parties not directly involved in providing the services requested could result in disqualification of bidder, premature termination of the contract or legal action against the bidder for breach of trust.

No media release/public announcement or any other reference to the RFP or any programme thereunder shall be made without written consent of the Bank. Reproduction of the RFP or any other written document without written consent of the Bank by Photographic, electronic or other means is strictly prohibited. The Successful bidder will be required to sign a Confidentiality and non-disclosure agreement with Bank.

### **3.38. RFP Related Condition(s)**

The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this RFP on being allotted the project by the Bank. 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/Agreement/empanelment.

The Bidder should not be involved in any major litigation/arbitration that may have an impact of affecting or compromising the delivery of services as required under contract/agreement/empanelment. If at any stage of the RFP process or during the currency of the contract/agreement/empanelment, 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/agreement/empanelment, 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.

### **3.39. Prevention of Corrupt and fraudulent practices**

It is required that every participating bidder is required to sign an Integrity Pact as per the format specified in Section V Point no. 6.7 of this RFP.

1. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts.
2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
4. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### 3.40. Rejection Criteria

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

#### 3.40.1. General Rejection Criteria

- Bids submitted without or improper EMD, and/or Application Money.
- Bids submitted without detailed approach & methodology for providing the proposed service
- Bids submitted without Methodology and Service Implementation Plan
- Bids submitted without NDA document in original. (Refer Section V Point No. 6.8 for Non-Disclosure Agreement Format).
- The bid does not bear signature of authorized signatory on each page and is not duly stamped.
- Bids received through Telex / Telegraphic / Fax / E-Mail will not be considered for evaluation.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Bank.
- Bids which do not confirm unconditional validity of the bid as prescribed in the RFP document.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the RFP Process.
- Any effort on the part of a Bidder to influence the Bank's bid evaluation, bid comparison or contract/agreement 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.
- Bid without integrity pact.

#### 3.40.2. Technical Rejection Criteria

- Technical Bid containing commercial details.
- 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, corrigendum/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 conform to the timelines indicated in the bid.
- Bidder not scoring minimum marks as mentioned in RFP document.

#### 4. Section III: Detailed Scope of Work

The objective of this RFP document envisages the Empanelment of vendors for Customization of Finacle Core ver. 10.2.25 and higher versions, Finacle Alerts Solution ver. 10.5.02 and higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 and higher versions, and Finacle Treasury Solution ver. 11.13.0.8 and higher versions.

The Nainital Bank Ltd. has implemented Finacle 10.x CBS application across its branches wherein the below applications are implemented as on date:

1. Finacle Core ver. 10.2.25
2. Finacle e-Banking (Retail and Corporate) ver. 11.5
3. Finacle Treasury ver. 11.13
4. Finacle Alerts Solution ver. 10.5.02

Accordingly, Bank invites proposal from eligible bidders for **implementation & support of customization requirements not available as part of base products** of aforementioned applications.

The shortlisted bidders shall be empanelled initially for a period of three-years (further extendable for an additional period of 2 years' subject to annual performance reviews for meeting of the requirements as per agreed SLA).

Below is the high-level non-exhaustive list of Module and Sub-Modules implemented as part of above Infosys/Finacle solutions (however, certain modules/ sub-modules have been customized and added on by the Bank later on):

##### 1. Finacle Core ver. 10.2.25:

- CRM Module (Retail, Corporate CIF management, etc.)
- Core Module (Including modules CA, SA, TD, RD, Retail Loans, Overdrafts, Cash Credit, Clearing, Remittances, GL, Transactions Processing Engine, etc.)
- Trade Finance
- FinInfra Module
- SVS module (Signature Verification)
- Connect 24 / Interfacing Module (UPI, IMPS, E-com, POS, ATM, etc.)
- Indian Payment systems – NEFT, NG-RTGS (SFMS Services) and CTS integration
- GST (Assessing and Deduction)
- PM Schemes available as part of India Localization in Base Product.

- Other India Localization products.
- NPA module available as part of Base product
- Locker module available as part of Base product
- NACH Services

## 2. Finacle e-Banking (Retail and Corporate) ver. 11.5:

Module	Sub-modules	Retail	Corporate
Base Application	Bank Administration, Operations & Relationship Management	✓	✓
	Users Management	✓	✓
	Mails Management	✓	✓
	Account Management	✓	✓
	Transaction Management	✓	✓
Account Management	Operative Accounts (CA & SA)	✓	✓
	Deposit Accounts (TDA & TUA)	✓	✓
	Loan Accounts	✓	✓
Transaction Management	Counterparty Management	✓	✓
	Funds Transfer (Self)	✓	✓
	Funds Transfer (Third Party within Bank)	✓	✓
	Funds Transfer (NEFT, RTGS)	✓	✓
Self Service	Service Requests	✓	✓
	Online Registrations	✓	✓
	Functional Audit & Inquiry	✓	✓
	Corporate Self Admin	✓	✓
	Forgot Password	✓	✓
	Limit Personalization	✓	✓
	Two Factor Authentication	✓	✓

## 3. Finacle Treasury ver. 11.13.0.7

Module	Sub-modules
Base Application	Static Data Maintenance
	Rates

	Blotters
	Accounting and General Ledger
	Deal Lifecycle
	Position Keeping
	EOD/SOD
	System Environment
	Limits
Money Market	Cash Pay/Rec
	Commercial Loan/Deposit with Collateral
	Repo (Commercial Loan/Deposit with Collateral)
Securities	Coupon bearing securities - Government bonds, Medium Term Notes, Floating Rate Notes
	Discount Securities - Treasury Bills
	Certificate of Deposit - CDs, Commercial Paper
	Corporate Bonds
Equities and MF	Equities
	Mutual Fund

#### 4. Finacle Alerts Solution ver. 10.5.02

Finacle Alerts Solution is integrated with Finacle Core, e-Banking (Retail and Corporate), Treasury. The list of Alerts supported by Finacle Alerts solution will be shared with the technically qualified bidders.

This is an end to end project and all the items/features required for making the proposed solution operational should be considered by the Bidder, even if the same is not explicitly mentioned in this RFP Document or not clarified through subsequent corrigendum(s)/amendment(s), if any.

##### 4.1. General Aspects in Scope

The selected bidder for the above scope of work should adhere to the following in general –

- a. The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the ‘Scope of Work’ of this RFP.
- b. The bidder should maintain logs and audit trails of all the activities. Being a financial institution, Bank expects that the solutions proposed should facilitate necessary security

check and validation processes for ensuring full-proof access to the systems. These security measures should be an integral part of the solution.

- c. The bidder is expected to use best in class industry proven safeguards that prevents the misuse of information and appropriately protect the confidentiality, integrity and availability of information systems. Follow industry standards during the whole SDLC Process.
- d. Multiple levels of authority are mandatory so that the proposed solution can provide multiple levels of access for users, managers, administrators etc., depending on their roles.
- e. Any security related issues (including various audits conducted by the Bank/Third Party) reported/observed in the system is to be rectified on top priority. The bidder is required to fix any vulnerability in the solution at no additional cost during the entire tenure of the contract/SLA.
- f. The Bidder should take care of all aspects of installation on existing or new setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off – site support to ensure smooth operations during and post implementation on perpetual basis.
- g. Bidder should sign the Service Level Agreement (SLA) based services and SLA tracking system for maintaining operational workflow.
- h. Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.
- i. Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Systems, Security audit on quarterly basis. The Bidder to comply with the findings of the VAPT/IS Audit/Secure Coding Practices in terms of the solution provided under this RFP Document.
- j. The bidder is expected to maintain coding standards as per best industry standards and bank reserves the right to audit the source code for industry standards.
- k. In case any bidder quotes open source software for any requirement given in the document, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the document. The bidder shall take into consideration future takeover/ merger/ acquisition/ amalgamation of the open source software to/ by other company. The bidder should give an undertaking stating the continuation of support of the open source software delivered if any.



- l. Bidder will ensure Audit trails should be enabled for the code developed
- m. Bidder will ensure secure code review post major/critical changes to the applications.
- n. The Bidder shall also ensure that the software does not and shall not contain any computer code or any other procedures, routines or mechanisms to:
  - i. Disrupt, disable, harm or impair in any way the software (or other applications installed on the system the software is installed or interacts with) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices);
  - ii. Cause the software to damage or corrupt any of the Banks’ or its clients’ data, storage media, programs, equipment or communications, or otherwise interfere with the Banks operations, or
  - iii. Permit the Bidder and/or its personnel and/or its licensors and/or any other third party, to access the software (or any other software or Banks computer systems) to cause such disruption, disablement, harm, impairment, damage or corruption (sometimes referred to as “traps”, “access codes” or “trap door” devices).
- o. Penalty/charges shall be deducted from the invoice value.
- p. All customizations and enhancements (menus, reports, interfaces, etc.) developed will be Bank’s Property and have Bank’s IPR rights.
- q. The vendor shall ensure that developed module/code must be secure, error and bug free.
- r. All the necessary documentation and training needs to be provided by the Bidder to the L1 and L2 team for handling the required support activities.
- s. The bidder shall provide SOP/documentation and Knowledge management plan for L1-helpdesk and ensure resources are adequately skilled as per requirement of Bank’s end users.

#### **4.2. Broad Outlines of Scope of Work**

The customisation related changes need to be developed, implemented and integrated with the respective applications like Finacle 10.x CBS, Finacle e-Banking (Retail & Corporate) Solution, Finacle Alerts Solution & Finacle Treasury Solution.

For each customisation item the vendor shall-

- Support all existing customisations

- The Bank shall share the requirement document consisting of the new customisation requirement or set of new customisation requirements and request the empanelled vendors to share the solution approach, the expected timelines and cost of efforts. The cost of efforts could be calculated on the basis of per man day or on lump sum basis.
- In case of any queries, the vendor can seek clarifications on the new customisation requests from the bank.
- Based on the requirement document shared by the Bank, the empanelled vendors shall propose their solution approach, the expected timelines and effort costs for the requirement(s) within 3 days of intimation by email (email to be mentioned).
- The vendor will be shortlisted based upon the commercials (L1) submitted for the respective customisation work. The Bank reserves the right to accept or reject wholly or partly any or all the applications/quotations without assigning any reason whatsoever. The Bank's decision in this regard shall be final and binding on all applicants.
- The shortlisted vendor and the department will then finalize the solution approach.
- PO for the customisation work for the requirement(s) shall be given to the shortlisted vendor.
- The shortlisted vendor shall start the development of the customisation item(s) within the agreed upon timelines. Penalty as defined in point no. 4.3 will be imposed upon the breach of the agreed upon timelines.
- Conduct component and integration testing of the customisation.
- Get UAT sign off from the Bank, prepare and submit customisation release document to the Bank and ask the Bank to move the approved solution to production.
- The shortlisted vendor will also have to provide post customisation support to ensure that the customisation is working as specified in the requirement.

#### **4.3. Penalty**

The critical performance parameters shall be tracked on a regular basis to evaluate the customisation item's performance provided. Performance measurement reports on a monthly basis or at a frequency as desired by the Bank shall be provided by the Bidder. The Bidder will assist the Bank for performing Availability & Performance measurements and / or checking the correctness of the said report. Penalty would be levied if the cumulative additional time / over utilization / delay, etc. under each specified measurement category, in a particular month or at a frequency as desired by Bank breaches the minimum service level. Service Level shall

be measured till completion of contract/SLA period. Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements. An invoice will be generated to recover any penalties, if any, due to non-adherence of the SLA.

<b>Parameter</b>	<b>Duration for resolution</b>	<b>Penalty</b>
<p>If the customization item delivered is failed or creating issues in production server</p> <ul style="list-style-type: none"> <li>• First revised patch provided to bank to deploy in production server to resolve the issue</li> <li>• Second revised patch provided to bank to deploy in production server to resolve the issue</li> <li>• Third revised patch provided to bank to deploy in production server to resolve the issue</li> <li>• Forth revised patch provided to bank to deploy in production server to resolve the issue</li> <li>• Fifth revised patch provided to bank to deploy in production server to resolve the issue</li> </ul>	<p>No Penalty</p> <p>Penalty</p> <p>Penalty</p> <p>Penalty</p> <p>Penalty</p>	<p>25% of the total cost of the customization</p> <p>50% of the total cost of the customization</p> <p>75% of the total cost of the customization</p> <p>100% of the total cost of the customization</p>

## 5. Section IV – General Conditions of Contract and Service Level Agreement

- **Quality:** Services/Material/solution not conforming to the given specifications of the RFP document and the Request for Quotation (RFQ) for the individual customisation items or set of customisation items will be rejected & it will be replaced by the vendor, free of cost. The services/material/solution must be as per the detailed specifications listed out in the RFP document and the Request for Quotation (RFQ) for the individual customisation items or set of customisation items and shall be as per the standard engineering practices, relevant IS/ Imitational code of practice, international coding standards, and shall be as per the specifications as mentioned in the RFP Document/RFQ 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 Majure:** 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/agreement 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 Personnel.

If within -30- days from the commencement of such negotiations between the Senior Authorized Personnel 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. The right to appoint arbitrator shall lie with the bank only.

- **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 Empanelment

The term of empanelment will commence from the date of signing of contract/SLA and will be valid for a period of three years. The contract/SLA is extendable further for two years solely at the discretion 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 3 months before the expiration of the term, here of, 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 the extended period of two years if deemed appropriate (THE NAINITAL BANK LTD. reserves the right to extend the agreement with Bidder), the term and conditions for SLA, scope of work and penalty shall remain same as given for the original term of the empanelment.

### 5.2. Exit Management

In event of termination and/or completion of term of the agreement, the following points will

have to be followed before final termination of services offered by empanelled bidder, provided the Bank invokes the exit management clause in writing:

- The Empanelled Vendor/ Service Provider shall not immediately delete any data and cease to provide the services to the Bank without the express approval of the Bank.
- The Empanelled Vendor/ Service Provider shall provide the Bank or its nominated agency with an exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying transitioning services.
- Transition of data from existing solution provided by Empanelled Vendor/ Service Provider to the solution provided by new Empanelled Vendor/ Service Provider or by bank. Empanelled Vendor/ Service Provider shall be supporting in transition to new service provider/bank and extra scope shall be taken as change request by Empanelled Vendor/ service provider on chargeable basis on mutually agreeable rates.
- Migration from the Empanelled Vendor/ Service Provider environment to the new service provider's environment. This activity shall be taken as change request by Service Provider on chargeable basis on mutually agreeable rates.
- In case the Empanelled Vendor/ service provider terminates the agreement prior to the completion of term OR it decides to provide services from new environment / location during contract/agreement period. In such circumstances the Bank shall not be liable to pay any charges towards such transition / migration activities.
- Empanelled Vendor/ Service Provider shall carry out the migration of the data, content and any other asset to the new environment identified by the Bank to enable successful deployment and running of the services desired by the Bank in the new environment. The format/manner in which the data shall be transmitted from the Empanelled Vendor/ Service Provider solution to the new environment, if possible, shall be identified by the Bank to ease and enhance portability. This activity shall be taken as change request by Service Provider on chargeable basis on mutually agreeable rates.
- Empanelled Vendor/ Service Provider shall ensure that all the documentation required by the Bank for smooth transition are kept up to date and all such documentation is handed over to the Bank during regular intervals as well as during the exit management process.
- Empanelled Vendor/ Service Provider shall transfer to the Bank the physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords and instructions for use and operation of security controls developed during the term to support the delivery of the Exit Management

Services.

- Empanelled Vendor/ Service Provider shall carry out following key activities including but not limited to, as part of the knowledge transfer:
  - Preparing documents to explain design and characteristics
  - Carrying out joint operations of key activities or services
  - Briefing sessions on processes and documenting processes
  - Sharing the logs, any other requirement of the Bank, etc.
- Empanelled Vendor/ Service Provider shall transfer/ share know-how relating to operation and maintenance of the service, solution, software etc.
- Each Party shall forthwith handover all the confidential information, documents, statements, reports, and all other related material of the other Party in its possession to an authorized official of the other Party.
- Post successful migration of services and data to Bank/Bank's duly nominated agency, Empanelled Vendor/ Service Provider will provide a duly signed certificate that entire Bank's data has been deleted from its systems and it is not in possession of any data and information pertaining to Bank. Without prejudice to any other right under the law and otherwise, please note that the Bank will not provide sign-off to the Empanelled Vendor/ Service Provider without receiving this certificate.
- Post sign-off provided by Bank for successful migration of services and data to its duly nominated agency the Parties shall immediately cease to represent each other or operate under the Agreements and not hold itself in any way as the representative of the other party and refrain from any action that would or may indicate any other relationship.

### **5.3. Security and Audit**

- The process and proposed solution deployed by the Successful Bidder will be installed in the Bank's premises/network and has to abide by the information security policy, procedure and guidelines.
- The process & proposed solution will be subject to audit by Bank Appointed Software Audit firm/in house team. All audit points raised by the audit team should be complied with by the selected Bidder without any extra charge and within the stipulated time frame decided between the Bank and the successful Bidder.

Successful Bidder may have to get them processes audited by independent auditors if so asked by Bank/ Bank's Auditors, cost of which will be borne by the Bidder.

#### 5.4. Payment Terms and Schedule

The payment terms and schedule for various customization items will be disclosed to the empanelled vendors at the time of signing of the Service Level 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.

Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be raised as an invoice towards the vendor.

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

**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 RFP conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Income-Tax Act.
- No advance payment will be made.

Payment shall be made at the costs finalized as per the timelines agreed upon through the requirement gathering/scope finalising process subject to deduction of penalties. Applicable taxes within the contract/SLA period shall be paid extra by the Bank.

Bank shall be entitled to the write off /set off against and deduct and recover from the aforesaid charges and any other sums payable by the Service Provider to the Bank at any time, any tax, levy and any other amount whatsoever which may be required to be deducted by order of any court/ authority under any law now existent or which may come into existence during then currency of the engagement as also any and all amounts which may be or become payable by the service provider to the bank under this Agreement or pursuant thereto, provided however that the Bank will give the service provider a notice of not less than 10 days prior to making of any set-off, deduction or recovery (other than a set-off, deduction or recovery made in accordance with any law or required to be made under any law or made pursuant to any order of a court or other authority) against or from the aforesaid charges/sums lying with the Bank.



### 5.5. Service Level Agreement & Targets

The selected vendor has to sign a detailed SLA along with acceptance of letter of empanelment. Purchase order shall be issued pursuant to invitation of commercials in response to RFQ. The SLA will be defined by the Bank and will be based on

- The scope of the RFP and any amendment done in the RFP before submission of the bid.
- The proposed services offered by the vendor in response to the bid.
- The SLA will be binding on the vendor for the entire period of 3 years i.e. term of contract/agreement as defined in this RFP and if contract/agreement is extended for next two years.
- Bidder should provide facility of call (issue) logging through telephone, e-mail, web portal, etc., along with details furnished by the bank for any issue to the Onsite Facility Management.
- The critical performance parameters shall be tracked on a regular basis to evaluate the delivered customisation item's performance.
- SLA will be based on whether the delivered customisation(s) fails or is creating issues in the production server as detailed below:

Parameter	Duration for resolution	Penalty
If the customization item delivered is failed or creating issues in production server <ul style="list-style-type: none"> <li>• First revised patch provided to bank to deploy in production server to resolve the issue</li> <li>• Second revised patch provided to bank to deploy in production server to resolve the issue</li> <li>• Third revised patch provided to bank to deploy in production server to resolve the issue</li> <li>• Forth revised patch provided to bank to deploy in production server to resolve the issue</li> </ul>	No Penalty  Penalty  Penalty  Penalty	  25% of the total cost of the customization  50% of the total cost of the customization  75% of the total cost of the customization

<ul style="list-style-type: none"> <li>Fifth revised patch provided to bank to deploy in production server to resolve the issue</li> </ul>	Penalty	100% of the total cost of the customization
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- Support for every new customization delivered by the vendor will be for 6 months
- Any penalties due to non-adherence of the SLA will be made in the next bill payment.
- The Bidder would be responsible for ensuring that the deliverable is as per the Implementation plan/approach shared. In case the Bidder fails to commission the software/ proposed solution on time, then the Bidder would need to make alternative arrangements at no extra cost to the Bank.

## 6. Section V – Bid Submission Format

### 6.1. Bidder Profile

To,  
The Nainital Bank Ltd,  
Head Office, Mallital  
Nainital

Sub: Request for proposal (RFP) for Empanelment \_\_\_\_\_

- 1- Having examined the RFP Document including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items/activities mentioned in the ‘Request for Proposal’ and the other schedules of requirements and services for your bank in conformity with the said RFP Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this RFP.

We also submit required information along with documentary evidence in following format:

S. No	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 and designation of the authorised contact person to whom all reference correspondence shall be made regarding this RFP	

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 transaction details (if Application Money and EMD are credited to Bank through electronic mode)	<p>Account Name - PAY-RECEIPT SUSPENSE A/C Account Number - 999420920000025 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital</p> <p>The following details are to be submitted:</p> <ol style="list-style-type: none"> <li>1. Sender Account Number:</li> <li>2. Sender Account Name:</li> <li>3. Date &amp; Time – ..... Date &amp; Time of sending NEFT.</li> <li>4. Bank Name – Name of Bank from which NEFT was sent.</li> <li>5. IFSC:</li> <li>6. Transaction Number - Transaction / UTR number generated after sending the NEFT</li> <li>7. Amount- Rupees..... (In</li> </ol>		
	Details of account wherein the EMD amount is to be returned if the EMD is sent through NEFT	<p>The following details are to be submitted:</p> <p>Account Name – Account Number – IFSC Code – Bank Name - Branch Name -</p>		
Financial Details (as per audited Balance Sheets) (in cr.)				
	<b>Year</b>	<b>2020 – 2021</b>	<b>2021 – 2022</b>	<b>2022 – 2023</b>
13.	Net Worth			
14.	Turn Over (Total)			
15.	Turn Over (from Indian Operations)			

16.	Turn Over (from data centre operations)			
17.	Profit After Tax (PAT)			
18.	Net Profit			

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP Document.

3. We agree to abide by this RFP Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.

4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.

7. We certify that we have provided all the information requested by the bank in the format requested for.

We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by .....2024

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder’s Corporate Name

Address

Email and Phone #

## 6.2. Declaration for Non-Blacklisting

### **UNDERTAKING FOR NON- BLACKLISTING**

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

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

Dear Sir/Madam,

**Reg.: RFP Reference No. NTB/IT/CZ/2024/04/016**

We, M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956/2013 with its 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 the last 3 years.

This declaration is being submitted, is limited to, and in response to the RFP mentioned in this document.

Thanking You,

Yours faithfully,

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of the Company**

### 6.3. Undertaking of Information Security

#### **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)

**Reg.: RFP Reference No: NTB/IT/CZ/2024/04/016**

Madam/Sir,

We hereby undertake that the proposed support / services 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 \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Yours faithfully,

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

**6.4. Undertaking by the bidder (To be included in Technical Bid Envelope)**

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

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

**Reg.: RFP Reference No: NTB/IT/CZ/2024/04/016**

Madam/Sir,

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 the bid and are liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

Yours faithfully,

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



## 6.5. Undertaking for No Deviation

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

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

**Reg.: RFP Reference No: NTB/IT/CZ/2024/04/016**

Madam/Sir,

Further to our proposal dated ....., in response to the Request for Proposal (Bank's RFP Ref. No **NTB/IT/CZ/2024/04/016** 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 RFP 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 #

## 6.6. NEFT Details

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

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

**Reg.: RFP Reference No: NTB/IT/CZ/2024/04/016**

Madam/Sir,

Further to our proposal .....Date & Time, in response to the Request for Proposal (Bank's RFP Ref. No **NTB/IT/CZ/2024/04/016** hereinafter referred to as "RFP") issued by Bank, we herewith submit the NEFT details for sending Application Money / EMD pertaining to this RFP.

(Submit Separate details of each NEFT)

1. Account Number of Sender - Please mention the account name from which NEFT is sent pertaining to Application Money / EMD.
2. Date – .....Date & Time of sending NEFT.
3. Bank Name – Name of Bank from which NEFT sent.
4. Transaction Number - Transaction / UTR number generated after sending the NEFT
5. Amount-Rupees..... (In Rs.) – Amount of NEFT sent.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

## 6.7. Integrity Pact

### **PRE CONTRACT INTEGRITY PACT**

*(TO BE STAMPED AS AN AGREEMENT AS APPLICABLE TO THE STATE OF  
UTTARAKHAND)*

**THE NAINITAL BANK LIMITED**, a Scheduled Commercial bank incorporated under the Companies Act, 1956 (now the Companies Act, 2013) having its Registered Office at G.B. Pant Road, Nainital and its Head Office at Seven Oaks Building, Mallital, Nainital (CIN No. U65923UR1922PLC000234) (hereinafter referred to as the “Bank” which expression shall mean and include its Administrator, legal representatives, successors-in-interest, Executors and permitted assigns) and represented herein by its authorized signatory;

And

....., a company incorporated under the (Indian) Companies Act, \_\_\_\_\_ and whose registered office is at \_\_\_\_\_ through its authorized representative Mr. \_\_\_\_\_ hereinafter referred to as “Bidder”, which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns)

#### **Preamble**

The Nainital Bank Ltd. is a Scheduled Commercial Bank having its presence across five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. The Nainital Bank Ltd. is committed to fair and transparent procedures in appointing of its outsource service providers. The Nainital Bank Ltd. intends to empanel vendors, under laid down organizational procedures, contract/s for Customization of Finacle Core ver. 10.2.25 and higher versions, Finacle Alerts Solution ver. 10.5.02 and higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 and higher versions, and Finacle Treasury Solution ver. 11.13.0.8 and higher versions. The Nainital Bank Ltd. values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

#### **Section 1 - Commitments of The Nainital Bank Ltd.**

1. The Nainital Bank Ltd. commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the The Nainital Bank Ltd., personally or through its family members, will in connection with the tender/RFP for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.
  - b. The Nainital Bank Ltd. will, during the tender/RFP process treat all Bidder(s) with equity and reason. The Nainital Bank Ltd. will in particular, before and during the tender/RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender/RFP process or the contract execution.
  - c. The Nainital Bank Ltd. will make endeavour to exclude from the selection process all known prejudiced persons.
2. If The Nainital Bank Ltd. obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, The Nainital Bank Ltd. will inform the Bank's Chief of Internal Vigilance and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender/RFP process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the employees of The Nainital Bank Ltd. involved in the tender/RFP process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender/RFP process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-

submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by The Nainital Bank Ltd. as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) / Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to the Bank's Chief of Internal Vigilance and shall wait for their decision in the matter.
- g. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender/RFP process and exclusion from future contracts**

If the Bidder(s) /Contractor(s), before empanelment or during empanelment has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, The Nainital Bank Ltd. is entitled to disqualify the Bidder(s) / Contractor(s) from the tender/RFP process or take action as per law in force.

#### **Section 4 - Compensation for Damages**

1. If The Nainital Bank Ltd. has disqualified the Bidder(s) from the tender/RFP process prior to the award according to Section 3, The Nainital Bank Ltd. is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2. If The Nainital Bank Ltd. has terminated the contract according to Section 3, or if The Nainital Bank Ltd. is entitled to terminate the contract according to Section 3, The Nainital Bank Ltd. shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5 - Previous transgression**

1. The Bidder declares that no previous transgressions occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India, that could justify his exclusion from the tender/RFP process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender/RFP process

#### **Section 6 - Equal treatment of all Bidders | Contractors | Subcontractors**

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Nainital Bank Ltd. will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Nainital Bank Ltd. will disqualify from the tender/RFP process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 - Criminal charges against violating Bidder(s) | Contractor(s) | Subcontractor(s)**

If The Nainital Bank Ltd. obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if The Nainital Bank Ltd. has substantive

suspicion in this regard, The Nainital Bank Ltd. will inform the same to the Bank's Chief of Internal Vigilance.

### **Section 8 - Pact Duration**

This Pact shall be effective from the date of its execution, and shall expire for the selected Contractor till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

### **Section 10. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, The Nainital Bank Ltd. or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

### **Section 11 - Other provisions**

1. This agreement is subject to Indian Law and court at Nainital shall have exclusive jurisdiction to entertain any matter arising out of this pact.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of the Bank's Chief of Internal Vigilance.
6. In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender/RFP documents and its Annexure, the Clause in the Integrity Pact will prevail.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

THE NAINITAL BANK LTD.

BIDDER

Name of the Officer:

Chief Executive Officer

Designation:

Department:

Date:

Date:

Place:

Place:

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_



## 6.8. Non-Disclosure Confidentiality Agreement

### NON-DISCLOSURE AGREEMENT

(TO BE STAMPED AS AN AGREEMENT AS APPLICABLE TO THE STATE OF  
UTTARAKHAND)

This Confidentiality Agreement (the “Agreement”) made and entered into on the date signed by the parties:

#### **BETWEEN:**

\_\_\_\_\_ company having its Registered Office \_\_\_\_\_ (hereinafter referred to as the \_\_\_\_\_ which expression shall mean and include its Administrator, legal representatives, successors-in-interest, Executors and permitted assigns) and represented herein by its authorized signatory, of the **ONE PART**;

#### **AND**

**THE NAINITAL BANK LIMITED**, a public limited Banking Company incorporated under the Companies Act, 1956 (now the Companies Act, 2013) having its Registered Office at G.B. Pant Road, Nainital and its Head Office at Seven Oaks Building, Mallital, Nainital (CIN No. U65923UR1922PLC000234) (hereinafter referred to as the “Bank” which expression shall mean and include its Administrator, legal representatives, successors-in-interest, Executors and permitted assigns) and represented herein by its authorized signatory, of the **OTHER PART**. \_\_\_\_\_ and Bank are hereinafter individually referred to as the “Party” and collectively as the “**Parties**”, as the context may require in this Agreement.

#### **WITNESSETH:**

#### **WHEREAS,**

A. The Bank had floated RFP No. NTB/IT/CZ/2024/04/016 dated 16.04.2024 being desirous of Empanelment of vendors for Customization of Finacle Core ver. 10.2.25 and higher versions, Finacle Alerts Solution ver. 10.5.02 and higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 and higher versions, and Finacle Treasury Solution ver. 11.13.0.8 and higher versions, wherein \_\_\_\_\_ has been declared as T\_Bidder.

- B. In order to avail the services / solution from \_\_\_\_\_, and the Bank may in the course of discussions, may disclose certain confidential or proprietary information either related to itself or pertaining to its customers in whatever form to the other Party and vice versa; and
- C. \_\_\_\_\_ and Bank desire to safeguard and protect their respective confidential, proprietary or trade secret information.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. DEFINITIONS:**

- 1.1. As used herein, the term “Disclosing Party” shall mean: (a) \_\_\_\_\_, with respect to all Confidential Information disclosed by \_\_\_\_\_ to Bank hereunder; or (b) Bank, with respect to all Confidential Information disclosed by Bank to \_\_\_\_\_ hereunder.
- 1.2. As used herein, the term “Receiving Party” shall mean: (a) Bank, with respect to all Confidential Information disclosed by \_\_\_\_\_ to Bank; or (b) \_\_\_\_\_, with respect to all Confidential Information disclosed by Bank to \_\_\_\_\_ hereunder.
- 1.3. As used herein, the term “Confidential Information” shall mean all confidential or proprietary information of the Disclosing Party or its subsidiaries or affiliates, including (whether or not reduced to writing), which is disclosed or made available by the Disclosing Party to the Receiving Party and/or its Representatives and that is expressed and/or marked at the time of disclosure to be of confidential nature, or which under the circumstances surrounding the disclosure ought to be treated as confidential. Confidential Information includes, but is not limited to (i) non-public information relating to the Disclosing Party’s technology, products, services, processes, data, customers information inter alia phone number, e-mail address, business plans and methods, promotional and marketing activities, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential, and (iii) the nature, content and existence of a Relationship, discussions or negotiations between the parties.

Notwithstanding the foregoing, Confidential Information shall not include information which:

- a) was in the public domain on the date hereof or comes into the public domain other than through the fault or negligence of the Receiving Party;
- b) was lawfully obtained by the Receiving Party without restrictions from a third party who has the right to disclose it;
- c) was known to the Receiving Party at the time of disclosure as shown by its written records in existence at the time of disclosure;
- d) was independently developed by the Receiving Party without making use of any Confidential Information nor other information that the Disclosing Party disclosed in confidence to any third party; or
- e) was excluded from the scope of the confidentiality obligation hereunder with the Disclosing Party's written consent; or
- f) is disclosed to the Receiving Party from any third party, except where the Receiving Party knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act.

## **2. NON-DISCLOSURE:**

1. In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party, the Receiving Party agrees that it shall:
  - (i) treat all Confidential Information as strictly confidential and shall not disclose the such information to any person or entity, whatsoever, unless otherwise provided for in this agreement;
  - (ii) not use any Confidential Information except for the Evaluation in connection with the Relationship;
  - (iii) protect all Confidential Information, whether in storage or in use, with the same degree of care as the Receiving Party uses to protect its own Confidential Information against public disclosure, but in no case with less than reasonable care;
  - (iv) inform the Disclosing Party immediately on becoming aware, or suspecting that an unauthorised person has become aware of the Confidential Information; and
  - (v) be entitled to disclose the Confidential Information to such directors, officers, employees, agents, contractors and advisors of the Receiving Party who need to know such Confidential Information for the Evaluation (collectively the "Representatives"). "Provided always that the Receiving Party shall, prior to disclosure, inform the Representatives of the confidential nature of such Confidential

Information and impose on such Representatives the confidentiality obligations substantially equal to, but not less restrictive than, those set forth herein. In any event, the Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives and shall take all appropriate measures to restrain its Representatives from prohibited or unauthorised disclosure or use of the Confidential Information.

2. If Receiving Party is required to disclose the Confidential Information pursuant to law, regulation, the order of any court or governmental or regulatory agency or the rules of any applicable stock exchange, the Receiving Party shall, to the extent permitted by law or regulation, (i) immediately notify the Disclosing Party of any such requirement and afford such Disclosing Party the opportunity to seek a protective order relating to any such disclosure; (ii) only furnish the portion of the Confidential Information that is required to disclose; and (iii) exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded with respect to the Confidential Information disclosed. The Receiving Party shall, to the extent reasonable and practicable, co-operate with the Disclosing Party if the Disclosing Party decides to bring any legal or other proceedings to challenge the validity of the requirement to disclose the Confidential Information (at the Disclosing Party's cost and expense). If the Receiving Party is unable to inform the Disclosing Party before any Confidential Information is disclosed, the Receiving Party shall inform the Disclosing Party immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.
3. Except upon mutual written agreement, or as may be required by law, regulation, the order of any court or governmental or regulatory agency or the rules of any applicable stock exchange, neither Party shall in any way or in any form disclose the fact that this Agreement has been signed by the Parties, the fact that discussions or negotiations relating to the Evaluation are taking place or have taken place, and any of the terms, conditions or other facts relating to the Evaluation, including the status thereof, or make any public announcement pertaining to the foregoing including any such actual or possible discussions or negotiations.

### **3. RETURN OF CONFIDENTIAL INFORMATION:**

Upon request of the Disclosing Party made at any time during the term of this Agreement or within thirty (30) days after its termination, the Receiving Party shall, at the Disclosing Party's sole option, promptly return to the Disclosing Party or destroy all items of Confidential Information (including without limitation all summaries, copies and excerpts of Confidential Information thereof) of the Disclosing Party. The receiving party shall furnish a certificate to the disclosing party whereby certifying that the all confidential information has been returned to the Disclosing Party or has been destroyed and nothing can be retrieved by it in any manner whatsoever.

#### **OWNERSHIP:**

All rights, title and interest in and to the Confidential Information disclosed by the Disclosing Party shall remain the exclusive property of the Disclosing Party. The Parties acknowledge and agree: (i) that this Agreement shall not be construed as a transfer or sale by the Disclosing Party of any rights whatsoever, by license or otherwise, in or to any of its Confidential Information and; (ii) that no licenses or rights under any patent, copyright, trademark, trade secret or intellectual property rights shall be made, granted or implied by this Agreement. Any and all Confidential Information disclosed hereunder are disclosed under the sole discretion of the Disclosing Party, to the extent that the Disclosing Party deems it necessary in connection with the Evaluation. Nothing contained herein shall be construed as bearing an obligation on either Party to disclose any Confidential Information. In the event that the Receiving Party should request or agree to receive Confidential Information which the Disclosing Party has received from a third party, and the Disclosing Party is bound by the terms of a confidentiality agreement with such third party ("Confidentiality Agreement"), then the Receiving Party shall, subject to its receiving a copy of the relevant Confidentiality Agreement from the Disclosing Party, agree to act in accordance with the terms and conditions of the Confidentiality Agreement set forth by the third party.

#### **4. INJUNCTIVE RELIEF:**

Both Parties acknowledge that the extent of damages in an event of the breach of any provision of this Agreement would be difficult or impossible to ascertain, and that there may be no adequate remedy available at law in the event of any such breach. Therefore, each Party agrees that in the event it breaches any provision of this Agreement, the other Party will be entitled to specific performance and injunctive or other equitable relief, in addition to any other relief to

which it may be entitled to at law or in equity. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

## **5. TERM:**

- a. The term of this Agreement shall, unless otherwise agreed between the Parties in writing, shall commence from \_\_\_\_\_ (i.e. date of execution of this agreement).
- b. **Survival:** All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of five years from the date of the disclosure of the Confidential Information or the change in/termination of the business relationship of the parties whichever is later.

## **7. INDEMNITY:**

The Parties agree to indemnify and keep indemnified each other against all loss and damage, which the Disclosing Party may suffer as a result of any breach of this Agreement by the Receiving Party, provided always that the Disclosing Party shall forthwith give written notice to the Receiving Party of the above loss and damage and satisfactory documentary evidence of such actual loss and damage.

## **6. GENERAL:**

- 6.1. The Parties agree and acknowledge that the Confidential Information constitutes valuable proprietary information and that the provisions of this Agreement are fair and reasonable to protect the interests of the Disclosing Party.
- 6.2. This Agreement shall be governed by and construed in accordance with the laws of India without reference to the principles of conflict of laws. All disputes arising out of or in connection with this Agreement shall be finally settled by panel of three arbitrators, wherein one each arbitrator shall be appointed by each party and such appointed arbitrators shall nominate a third arbitrator. The place of arbitration shall be at Nainital. The arbitration shall be conducted in the English language. The Parties agree that the decision of the arbitrator(s) shall be final and binding and that the Parties shall waive any right of appeal to the courts having jurisdiction in relation to such arbitration. Provided that nothing in this Agreement shall prevent either party from seeking injunctive or

similar preliminary or provisional relief from court of competent jurisdiction in accordance with the applicable law.

- 6.3. In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
- 6.4. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties. All prior or contemporaneous agreements or understandings between both Parties relating to the subject matter hereof, whether oral or written are superseded and cancelled by this Agreement.
- 6.5. This Agreement is made for the benefit of the Parties to it and their respective successors and permitted assigns and is not intended to benefit or be enforceable by anyone else. A person who is not a party to this Agreement shall have no right to enforce any of the terms of this Agreement. For the avoidance of doubt, the Parties may terminate, rescind or vary this Agreement without the consent of any person who is not a party to this Agreement.
- 6.6. No provision of this Agreement shall be deemed waived by either Party unless such waiver is reduced to writing and is signed by the Party against whom such waiver is sought to be enforced. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.
- 6.7. Neither Party shall transfer or assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.
- 6.8. The Disclosing Party does not make any representation or warranty (express or implied) herein as to the accuracy, fairness or completeness of the Confidential Information or as to whether it is up-to-date. The Receiving Party will use the disclosed Confidential Information on an "As Is" "Where Is" basis and the Disclosing Party shall not have any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.
- 6.9. Nothing contained in this Agreement or in any discussions held or disclosures made pursuant to this Agreement shall (i) be interpreted or relied upon by either Party as a commitment or intent to purchase or sell any products or services or to engage in any

business relationship, contract or future dealing with the other Party, (ii) limit either Party's right to provide or offer to provide products or services similar to those which the other Party may offer, so long as said Party does not violate the obligations under this Agreement, or (iii) prevent either Party from entering into similar discussions with unrelated third parties so long as such discussions do not violate the obligations under this Agreement.

- 6.10. This Agreement may be executed in one or more counterparts, which together shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.
- 6.11. All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, electronic mail, or registered or certified mail (return receipt requested) to the address set forth below:

For _____:	For Bank:
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- 6.12. Each Party warrants that the executants of this Agreement have full authority to execute this Agreement and upon execution of this it shall be binding and enforceable upon the Party. The parties have executed this Agreement as of the Effective Date.

**IN WITNESS WHEREOF**, the Parties, by their duly authorized representatives, have executed this Agreement as of the date first set forth above.

Parties	For and behalf of _____	For and on behalf of The Nainital Bank Limited
Signature		
Signatory Name		
Title		
Witness	In the presence of	In the presence of
Signature		
Name		



Designation		
Date		

--End of Document--