

# **REQUEST FOR PROPOSAL**

# Supply, Implementation, Integration and Maintenance of End to End Financial Inclusion (FI) Solution

# PRIOIRTY DEPARTMENT

HEAD OFFICE NAINITAL

The Nainital Bank Limited 09<sup>th</sup> February 2022 RFP Reference No-**NTB/PRIORITY/FI/2022/02/012** 

1.1.	Table of Contents	
1.1.	Table of Contents	2
2. Sec	ction I – Invitation to Bid	
2.1.	Document Control Sheet	7
3. DI	SCLAIMER	
4. Sec	ction II: Instructions for Bid Submission	
4.1.	Executive summary of the project	
4.2.	Preparation of Bids	
4.3.	Submission of Bids	
4.4.	Assistance to Bidders	
4.5.	Cost to Bid	
4.6.	Micro and Small Enterprise (MSE)	
4.7.	Contents of the RFP Document	
4.8.	Clarification on RFP Document	
4.9.	Amendment of RFP Document	
4.10.	Language of Bids	
4.11.	Documents Comprising the Bids	
4.12.	Bid Prices	
4.13.	Firm Prices	
4.14.	Bidder Qualification	
4.15.	Earnest Money Deposit (EMD)	
4.16.	Security Deposit	
4.17.	Period of Validity of Bids	
4.18.	Format and Signing of Bid	
4.19.	Revelation of Prices	
4.20.	Terms and Conditions of Bidders	
4.21.	Consortium	
4.22.	Last Date for Receipt of Bids	
4.23.	Late Bids	
4.24.	Modification and Withdrawal of Bids	
4.25.	Bidder's Address for Correspondence	
4.26.	Contacting the Bank	21
4.27.	Opening of Bids by Bank	
4.28.	Evaluation of Bids	
4.29.	Preliminary Examination	
4.30.	Clarification	

	4.31.	Evaluation of Eligibility Criteria	23
	4.32.	Evaluation of Technical Bids	25
	4.33.	Evaluation of Commercial Bids	29
	4.34.	Final Bid Evaluation (Techno commercial bid):	30
	4.35.	Bank's Right to Vary Scope of Contract at the time of Award	31
	4.36.	Bank's Right to Accept Any Bid and to Reject Any or All Bids	32
	4.37.	Notification of Award	32
	4.38.	Award of Contract	32
	4.39.	Placing of Purchase Orders	33
	4.40.	Bank Guarantee for Contract Performance	34
	4.41.	Confidentiality of the Document	35
	4.42.	Tender Related Condition	35
	4.43.	Rejection Criteria	35
	4.43.1	General Rejection Criteria	35
	4.43.2	Technical Rejection Criteria	36
	4.43.3	Commercial Rejection Criteria	36
5.	Sect	ion III: Detailed Scope of Work	36
	5.1.	Data Quality	42
	5.2.	Data Transformation	42
	5.3.	Sizing of Hardware and Software	42
	5.4.	Software Lifecycle	43
	5.5.	Training	43
	5.6.	Manuals/ documentation	44
	5.7.	Web Portal	44
	5.8.	General Aspects in Scope	44
	5.9.	Aspects to be covered from Cyber & Information Security angle	52
	5.10.	Proposed Solution and Approach	56
	5.11.	Technical and Functional Specifications	58
6.	Sec	tion IV – General Conditions of Contract and Service Levels Agreement	61
	6.1.	Term and Extension of the Contract	63
	6.2.	Prices	64
	6.3.	Payment Terms and Schedule	64
	6.4.	Service Level Agreement & Targets	
7.	Sect	ion V – Bid Submission Format	66
	7.1.	Bidder Profile	66
	7.2.	Manufacturer Authorization Format	

7.3.	Undertaking by OEM as bidder(Applicable when OEM is the bidder)	. 69
7.4.	Declaration for Non-Blacklisting	. 70
7.5.	Undertaking of Information Security	.71
7.6.	Undertaking by the bidder (To be included in Technical & Commercial Bid Envelope)	. 72
7.7.	Undertaking for Price Validity & Acceptance of all terms & conditions of RFP	. 73
7.8.	Undertaking for No Deviation	.74
7.9.	Commercial Bid Format	. 75
7.10.	Details of Hardware & Operating System Requirement	. 76

# List of Abbreviations

Acronym	Full Form
AMC	Annual Maintenance Contract
BG	Bank Guarantee
CBS	Core Banking Solution
DC	Data Centre
DD / PO	Demand Draft / Pay Order
DR	Disaster Recovery
EOD	End of Day
EMD	Earnest Money Deposit
LoI	Letter of Intent
MIS	Management Information Systems
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
OSD	Original Software Developer
PBG	Performance Bank Guarantee
PO	Purchase Order
RBI	Reserve Bank of India
RFP	Request for Proposal
SLA	Service Level Agreement
TCO	Total cost to Ownership
ТО	Technical Offer
СКҮС	Centralized know your customer
E-KYC	Electronic know your customer
UAT	User acceptance test
NPCI	National corporation payment of India
ATM	Automated teller machine
TSP	Technical service provider
FI	Financial inclusion
EDW	Enterprise data warehouse
IMPS	Immediate payment service
UIDAI	Unique identification authority of India
PA DSS	Payment application data security standard
IRIS	Integrated Risk information system
AEPS	Aadhaar enabled payment system
DFS	Department of financial services
IBA	Indian bank association
IDRBT	Institute for development and research in banking technology
ATS	Annual technical support
PMJDY	Pradhan Mantri Jan Dhan Yojna
RD	Registered devices
IMEI	International mobile equipment identity
FIG	Financial inclusion gateway
API	Application programming interface
HSM	Hardware security model
STQC	Standardization testing and quality certification
OWASP	Open web application security project
ASVS	Application Security Verification Standard
PCI	Peripheral Component Interconnect

# 2. Section I – Invitation to Bid

#### RFP No. NTB/PRIORITY/FI/2022/02/012

#### The Nainital Bank Ltd.

Head Office, Seven Oaks Building, Mallital, Nainital, Uttarakhand - 263001

Dated: 09.02.2022

The Nainital Bank Ltd. Invites bids (Technical & Financial) from eligible bidders which are valid for a period of 180 days from the last date of bid submission for "Supply, Implementation, Integration and Maintenance of end to end Financial Inclusion (FI) Solution".

Scope of Work	Supply, Implementation, Integration and Maintenance of end to end Financial Inclusion (FI) Solution		
Application Money	Rs. 15,000/- (Rupees Fifteen Thousand Only)	Application money has to be deposited as DD/PO/NEFT* at the time of submission of Bid.	
EMD (Earnest Money Deposit) to be submitted	Rs. 5,00,000/- (Rupees Five Lakhs Only)	Earnest Money Deposit (EMD) submitted in the form of DD/PO/NEFT/RTGS* or Bank Guarantee which should be valid for a period of 6 months from last date forbid submission date. EMD to be deposited along with the bid.	
Last date and time of submission of Bids		05/03/2022 (1600 Hrs)	
Date and time of opening of Eligibility cum Technical Bids (envelope 1 and envelope 2)		Date and time of opening of envelope 1 & 2 will be shared later to the bidders (through the authorized e-mail ID shared by the bidders in Bidder Profile.)	

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

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

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

RFP Coordinator – Sandeep Rawat Contact No -7055101510 e-mail – <u>priority@nainitalbank.co.in</u>

# 2.1. Document Control Sheet

Tender Reference No.	NTB/PRIORITY/FI/2022/02/012
Name of Organization	THE NAINITAL BANK LIMITED
Tender	OPEN
Type(Open/Limited/EOI/Auction/Single)	
Tender	Services/Goods
Category(Services/Goods/works)	
Type/FormofContract(Work/Supply/	Supply/Service/Buy
Auction/Service/Buy/Empanelment	
/Sell)	
Technical Evaluation(Yes/No)	Yes
Is Multi Currency Allowed	No(Only INR)
Payment Mode(Online/Offline)	Offline/ Online
RFP Issuance Date	09/02/2022
	RFP Coordinator – Sandeep Rawat
	Contact No -7055101510
	e-mail –priority@nainitalbank.co.in
Last date of receiving written request	
	-mail to Priority@nainitalbank.co.in
meeting Pre-bid meeting	• Due to ongoing Covid-19 pandemic,
	<ul> <li>pre bid meeting will be held through online mode on 18/02/2022 between 11.00 AM and 1:00PM.</li> <li>Bidder to submit the names of -2-authorized officials/persons (Maximum) along with their contact numbers, designations and e-mail IDs on priority@nainitalbank.co.in by 14/02/2022 along with clarification sought (if any) in a prescribed format mentioned at point3.8.</li> <li>Invitation link of the meeting will be sent by the Bank to email IDs (max 2) of authorized officials/persons of the bidder to join the Online Pre-bid Meeting as per the schedule mentioned above.</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>
Last date of submission of RFP response	through E-mail by the Bank. 1600 Hrs. on 05/03/2022 at
(Closing date)	The Nainital Bank Ltd.
And address for submission of Bid	Priority Sector Department
	Head Office Seven Oaks Building
	Tiene Office Seven Ours Duriding

	Mallital, Nainital-Uttarakhand 263001
Mode of Submission of Bid	The Bidder shall send the Bid Envelope
	through Courier / Registered Post / Speed
	Post at above address on or before
	05/03/2022. The date on dispatch of
	Courier / Registered Post / Speed Post
	receipt should be on or before last date of
	bid submission. The receipt of Courier /
	Registered Post / Speed Post for tracking
	purpose should be sent on email id of
	RFP Coordinator mentioned in
	Document Control Sheet. However, if
	the said Bid Envelope sent through
	Courier / Registered Post / Speed Post is
	lost in transit or is not delivered within 7
	days from last date of bid submission in such circumstances the Bank shall not be
	liable, whatsoever, due such
	misplacement or non-delivery of said bid
	envelope. Further, the Bidder, whose bid
	envelope is misplaced in transit or is
	undelivered within 7 days from last date
	of bid submission cannot resubmit his
	bid on the pretext of misplacement or
	non-delivery of the Bid envelope.
Date and time of opening of Eligibility	Date and time of opening of envelope 1
cum Technical Bids (envelope 1 and	& 2 will be shared later on to the bidders
envelope 2)	(through the authorized e-mail ID shared
	by the bidders.)
Date of Technical Presentation	Date of technical presentation will be
	shared later on to the eligible bidders
	through authorized e-mail ID shared by the bidders.
Contract Type (Empanelment/Tender)	Tender
Multiple Technical Annexure(s)	Yes
QuotingforallTechnicalAnnexuresiscomp	Yes
ulsory	
Application Money	Rs.15,000/- (Rupees Fifteen Thousand
	Only)*
<b>Bid Security (Earnest Money Deposit)</b>	Rs.5,00,000/- (Rupees Five Lakh Only)*
Bid Validity days	180 days from the last date for
	submission of bid
Location for Submission of Bid	The Nainital Bank Ltd.
	Priority Sector Department
	Head Office Seven Oaks Building
	Mallital, Nainital-Uttarakhand 263001
Validity of Contract	Five years from the Go-Live date of
	proposed solution, , extendable for further

	Five years solely at option of the Bank	
Address for Communication	Mr. Mukul Sanwal	
	Associate Vice President	
	The Nainital Bank Ltd.	
	Priority Sector Department	
	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.(Please refer Pt. 4.6 of this RFP document for detailing the MSE clause)

# **3. DISCLAIMER**

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

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

#### 4.1. Executive summary of the project

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

#### Scope of RFP in brief is mentioned below:

The objective of this RFP envisages an end-to-end comprehensive solution for Implementation of Door Step Banking- Financial Inclusion Services Project, which includes Customer on- Boarding with and without (e KYC), Aadhaar Enabled Payment System (AePS) & card based transactions, social security scheme enrollments, which includes procurement of perpetual license & Supply, Installation, Implementation, Integration, Maintenance and support of the software and other components required which can be delivered through PC/Laptop/Tablet / Kiosk / Handheld device (POS) channels, along with parameterization, verifying data quality, user acceptance testing, documentation, training, knowledge transfer and support (hereinafter referred to as "solution").

The proposed solution should be scalable so as to support Proposed Finacle 10x CBS applications to be used by Bank or be capable to integrate other Bank's Projects in the future as Bank may go for up-gradation, at a later date.

The broad scope of work for End to End Financial Inclusion solution is given in the 'Scope of work' section, wherein the selected bidder has to provide necessary system to enable implementation of financial inclusion services, including all additional middleware as required by the offered solution, application software and all related components, complete interface with Finacle 10.X CBS solution and other applications implementation and ongoing support services. This is an end to end solution and all the items required for making the

application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

#### 4.2. Preparation of Bids

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

Please go through the tender advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of 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 need to be submitted. Any deviations from these may lead to rejection of the bid.

#### 4.3. Submission of Bids

The bidder shall seal the original DD/PO or Bank Guarantee as EMD and Application fees in form of DD/PO in an envelope which be marked as Envelope No. 1 along with other Prequalification documents. The Bidder shall mark its company/firm/LLP name and RFP reference number on the back of the Bank Demand Draft before sealing the same. The address of The Nainital Bank Ltd., name and address of the bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence "NOT TO BE OPENED BEFORE the Date and Time of Bid Opening". If the envelope is not marked as specified above, THE NAINITAL BANK LTD. will not assume any responsibility for its misplacement, pre-mature opening etc.

The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at The Nainital Bank Ltd., Priority Sector Department, Head Office, Seven Oaks Building Mallital Nainital, Uttarakhand – 263001 on or before 05/03/2022 (Bid Submission Date). The date on dispatch of Courier / Registered Post / Speed Post receipt should be on or before last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email id of RFP Coordinator mentioned in Document Control Sheet. However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 7 days from last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, due such misplacement or non-

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

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

#### 4.4. Assistance to Bidders

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

# 4.5. Cost to Bid

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

#### 4.6. Micro and Small Enterprise (MSE)

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

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

# 4.7. Contents of the RFP Document

The RFP Document is divided into following sections:

- 1. Section I Invitation for Bids
- 2. Section II Instructions for Bid submission
- 3. Section III 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.

# 4.8. Clarification on RFP Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, through email, at the Bank's e-mail address i.e. <u>priority@nainitalbank.co.in</u> 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:

Sr.No	Page No. SectionNo.	./ClauseNo.	Reference/Subject	ClarificationSought
				••

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

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

**Note**: Inputs/suggestions/queries submitted by bidders as part of the pre-bid queries and otherwise will be given due consideration by the Bank, however THE NAINITAL BANK LTD. is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their submissions. If an input is considered valid by the bank the same will be accepted and incorporated as part of the corrigendum and shall be published on Bank's website.

#### 4.9. Amendment of RFP Document

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

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

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

#### 4.10. Language of Bids

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

#### 4.11. Documents Comprising the Bids

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

#### 1. Envelope 1 -<u>Pre Qualification envelope</u>

The Pre-qualification envelope, besides the other requirements of the Tender, shall

comprise of the following: (The envelope should be marked as "Pre-Qualification)"

- Bid Submission Cover Letter
- Bidder's Profile as per format provided in Point 7.1
- Application Money in form of DD / PO in original or details of NEFT in Bidder's Profile
- Original EMD (as mentioned in this RFP) the original DD / PO Bank Guarantee for EMD must be submitted in a sealed envelope mentioning "EMD-NTB/PRIORITY/FI/2022/02/012" by Bid submission end date as mentioned in Section 1 – Invitation of Bids (or) details of RTGS / NEFT (in Bidder's Profile) credited to Bank against EMD.
- Undertaking for no deviation as per format provided in point 7.8
- Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents asked for eligibility criteria.
- Written power-of-attorney or latest Board Resolution in case of company authorizing the Principal Officer / Authorized representative to submit and duly sign the bid. The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid

# 2. Envelope 2 - <u>Technical Bid envelope</u>

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

- Technical Bid Letter
- Undertaking for Information Security as per format provided in Point 7.5
- Undertaking by the bidder as per format provide in Pt. 7.6
- Technical / Functional Specifications (Refer point 5.11 of Detailed Scope of work)
- POC / Product Walk through, along with Presentation (Refer Point C Technical Presentation of Evaluation of Technical Bids)
- Bidder Solution
- Details of Hardware and Operating System Requirement (Refer Point 7.10 of Bid Submission Format)

- Methodology and Project Implementation Plan
- Manufacture authorization Format (all applicable Original Equipment Manufacturer OEM)
- Supporting documents as required in technical score sheet
- All documents including Power point presentation, solution document, technical compliance, bill of material in a storage media. Technical compliance and bill of material has to be submitted in excel format.

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

# 3. Envelope 3 - <u>Commercial Bid envelope</u>

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

- Commercial Bid
- Commercial Bid Letter
- Breakdown of Cost Components
- A standard format for submission of commercial bids has been provided with the tender to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their commercial bids in the format provided in Section V (Commercial Bid Format) and submission in any other format will lead to rejection of the bid

# 4.12. Bid Prices

The Bidder shall indicate in the proforma prescribed in Section V (Bid submission format), the total Bid Prices of the solution it proposes to provide under the Contract. Prices should be shown separately for each item as detailed in RFP Documents.

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

The Bidder shall prepare the bid based on details provided in the RFP Documents. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work / solution required by the Bank and is not in any way

exhaustive and guaranteed by the Bank. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP Documents and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP Documents.

#### 4.13. Firm Prices

Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, the Bank reserves the right to negotiate the prices quoted in the bid to effect downward modification. The Bid Prices shall be indicated in Indian Rupees (INR) only.

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

#### 4.14. Bidder Qualification

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

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

The authorization shall be indicated by **written power-of-attorney** 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.

#### 4.15. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs 5,00,000/- (Rupees Five Lakh Only) as a 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 or Bank Guarantee valid for a period of -6months from the last date of bid submission, of any Scheduled Commercial Bank favouring The Nainital Bank Ltd.

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

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

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

The EMD may be forfeited:

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

#### 4.16. Security Deposit

• The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favoring The Nainital Bank Ltd. equal to the 10% of purchase order value.

- Validity: Valid for the 60 months. The BG will be released after 60 months and/or extended period or execution of all pending Purchase Orders, whichever is later.
- In the event of termination, Bank may Invoke the Performance Bank Guarantee/Security Deposits, recover such other direct costs and other amounts towards direct damages from the Agency that may have resulted from such default and pursue such other rights and/or remedies that may be available to the Bank under law.

#### 4.17. Period of Validity of Bids

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

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

#### 4.18. Format and Signing of Bid

The original and all copies of the bid shall be typed or written in indelible ink. **The original and all copies** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Agreement/Contract. All pages of the bid, except for un-amended printed literature, shall be 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 its bid with the exact name of the firm/company/LLP to whom the contract is to be issued.

#### 4.19. Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

#### 4.20. Terms and Conditions of Bidders

Printed terms and conditions of the Bidders will not be considered as forming part of their

Bids. The terms and conditions mentioned the RFP will solely prevail.

#### 4.21. Consortium

Consortium is not allowed.

#### 4.22. Last Date for Receipt of Bids

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

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

#### 4.23. Late Bids

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

#### 4.24. Modification and Withdrawal of Bids

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

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

#### 4.25. Bidder's Address for Correspondence

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

#### 4.26. Contacting the Bank

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

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

#### 4.27. Opening of Bids by Bank

The Bank will convene a bid opening session as per time schedule where one representative from the Bidder, who has successfully submitted the bid, may participate. Subsequent to this, Bank will further evaluate the Bid of only those agencies whose Application fees, EMD and eligibility criteria is found to be in order.

#### 4.28. Evaluation of Bids

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

The purpose of 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 Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

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

#### 4.29. Preliminary Examination

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

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

#### 4.30. Clarification

When deemed necessary, during the tendering process, the Bank may seek clarifications or ask

the Bidders to make Technical presentations on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted.

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

# 4.31. Evaluation of Eligibility Criteria

In this part, the bid will be reviewed for determining the compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the Tender. Any deviation from general conditions of the contract 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 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 implement the project and provide the support 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 at least for last 5 years as on date of bid.	attached (Certificate of Incorporation). Submit copy of	
2	Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in		

S. No	Eligibility Criteria	Supporting Required	Complied (Yes/No)
	totality in the proposal submitted.		
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 since last 3 FY years and till date.	Letter of confirmation (self- certified letter as per the format given in pt. 7.4 signed by authorized official of the bidder)	
4	The bidder should be an OEM as well as Original Software Developer or their authorized representative. In case of authorized representative, a letter of authorization from original manufacturer must be furnished.	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder in case bidder is owner of the software, else authorization letter from the OEM to be submitted to sell the software.	
5	Bidder should have minimum annual turnover (from Indian operation) of Rs 3 crores each during the last three financial years that is 2018-19,2019-20 and 2021-21 as per audited financial statements.	Audited financial statement of last three financial years	
6	Must be net profit making entity (from Indian operations only) for each year in the last three financial years that is financial years - 2018-19, 2019-20 and 2020-21	Audited Financial statements for the financial years 2018-19, 2019-20 and 2020-21. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification	
7	Proposed End to End FI solution should adhere strictly to UIDAI guidelines / circulars, so that the entire proposed process flow/ operations of the End to End FI solution set up in live environment adheres to UIDAI /NPCI Regulatory guidelines	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder	
8.	<ul> <li>Bidder should have below mentioned certificate which is valid as on the date of RFP submission</li> <li>ISO 9001:2015</li> <li>ISO 27001</li> </ul>	Copy of the relevant document	

S. No	Eligibility Criteria	Supporting Required	Complied (Yes/No)
9	The Bidder should have implemented end to end Financial Inclusion solution in at least one Scheduled Commercial Bank / RRBs / Public Sector Bank in India.	Copy of Purchase Orders/ Work Completion Certificates/ Client Reference letters	

# 4.32. Evaluation of Technical Bids

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

Technical presentation, will also be a part of the process for evaluation of the bids. The Bank reserves the right to reject a proposed solution including Product / Service if it is of an opinion that the offered product/service does not match the technical requirements /objectives specified in Technical Bid – Bank's Requirements.

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

Any bid found to be non-compliant to the mandatory Technical Requirements, Tender terms and conditions and the scope of work shall be rejected and will not be considered for further evaluation.

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

Bidders should submit the Technical Specification compliance sheet as a part of technical bid. If the bidder is found to be non-compliant to any of the mandatory technical specifications, then the respective bid would be summarily rejected without assigning any score.

Bidder is required to submit all the supporting documents as per the criteria mentioned in the Tender. Bank reserves right to summarily reject any bid which does not contain all the mandatory supporting document or may ask bidder to resubmit documents, the decision of Bank will be final and binding in this regards. Bids that are technically qualified would only be taken up for commercial evaluation.

Bidders are required to comply with all the Technical Specifications as mentioned in Tender, no deviation 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-

Sl. No.	Parameter	Maximum Score	
	Technical Evaluation		
А.	Proposed solution offered with respect to End to End Financial	40	
	Inclusion Solution Functionality & Technical Requirements Evaluation		
В	B BIDDER's/OEM's Capability & Experience		
С	Technical Presentation and Project Understanding	30	
Total			

Scoring Matrix:

A. Proposed solution offered with respect to End to End Financial Inclusion Solution Functionality & Technical Requirements Evaluation

Sl. No.	Scoring Parameter	Maximum Score
1.	Proposed solution offered with respect to End to End	40
	Financial Inclusion Solution Functionality & Technical	
	Requirements Evaluation as detailed in point 5.11 of Detailed	
	Scope of Work of this document)	
	(Note: The total marks of the Techno Functional Requirements	
	will be scaled down to 40 marks)	
	Formula: (Total Marks Obtained/Total Marks)*40	
	Total	40

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

Sl.No.	Scoring Parameter	Maximum Score	Documents to be submitted
1	BIDDER/OEM experience in	10	Copy of the Credential
	implementation of proposed		Letter or Copy of Purchase
	solution offered with respect to		order from the client's
	End to End Financial Inclusion		executive and an Undertaking
	Solution in Scheduled		from the bidder on the
	Commercial Bank/RRB/Public		bidder's letter head
	Sector Banks in India to be		confirming the
	calculated as below:		implementation along with

	Total	30	
	T-4-1	20	
	Marks		
	<ul> <li>Less than 5 years – 5</li> </ul>		
	Marks		
	• Between 5 to 7 years -7		
	Marks		
	• More than 7 years – 10		representative.
	Sector Banks in India		implementation along with the contact details of client's
	Commercial Bank/RRB/Public		confirming the
	Inclusion Solution in		bidder's letter head
	respect to End to End Financial		executive and an Undertaking from the bidder on the
	providing proposed solution with		order from the client's
	least 3 years of experience in		Letter or Copy of Purchase
3	BIDDER/OEM should have at	10	Copy of the Credential
	Cr INR – 10 Marks		
	• Turnover greater than 10		
	10 Cr INR – 7 Marks		
	• Turnover between 7Cr to		
	7 Cr INR – 5 Marks		
	• Turnover between 5 Cr to		or qualification.
	5 Cr INR – 3 Marks		should be without any riders
	• Turnover between 3 Cr to		CA certificate in this regard
	financial years (i.e., 2018-19, 2019-20 and 2020-21) should be		Certified letter from the Chartered Accountant. The
	Crores for the last three (3)		19, 2019-20 and 2020-21.
	annual turnover of at least 3		for the financial years 2018-
2	The BIDDER/OEM shall have an	10	Audited Financial statements
	2 marks		
	implementation will carry		representative.
	Each Organization		the contact details of client's

# C. Technical Presentation

Sl.No.	Scoring Parameter	Maximum
		Score
1	<ul> <li>Demonstration/Presentation on proposed solution of End to End Financial Inclusion Solution, showcasing Solution Description, Functionality, Architecture &amp; Deployment model covering below major points:</li> <li>Clarification in understanding requirements</li> <li>Detailed approach &amp; methodology for providing the proposed solution</li> <li>Project Rollout Plan</li> <li>Coverage of entire details as per scope of work with value add/proposition so as to ensure a complete effective and efficient solution</li> </ul>	30
	Total	30

The following criteria must be adhered to by all bidders, in connection with the POC, Product Walkthrough, along with Presentation of the proposed solution during the bid selection process.

- At least one senior representative from bidder's organization should be present in the technical presentations
- Complete soft copies of the presentation materials should be shared with the Bank before the presentation.
- The Bank will expect and demand that the key personnel showcased by the vendor in the technical presentation should be the same person that actively drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information
- All aspects of requirements in the RFP should be covered in the presentation e.g., proposed approach, capability to develop industry grade customized products, processes, frame works,

diagnostic tools, organizational capabilities, team, governance, continuous development, transition approach etc.

- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank's evaluation and scoring on all aspects including technical presentation are final and nonnegotiable

# Note:

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

# **Technical Evaluation Criteria-**

ST = Each Technical Proposal will be assigned a Score Technical (ST).

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

ST = 100xTS/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. Technical qualified bid will be considered once it scores minimum score technical (ST) of 70% and above, and rest will be technically rejected. Commercial will not be opened for technically dis-qualified bid.

# 4.33. Evaluation of Commercial Bids

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

The Commercial Bids of only those Bidders short listed from the Technical Bids by Bank will be opened in the presence of their representatives on a specified date and time to be intimated to the respective Bidders, and the same will be evaluated by Bank. Bidders will be ranked as per the ascending order of value of their Commercial Bids (As per Section V Commercial Bid Format) as (Least Quoted) LQ1, LQ2, LQ3.....and so on, LQ1 being the lowest Financials.

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

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

Based on SF (Score Financial) the bid with highest SF score will be termed as L1. The rest of the bidders shall be ranked in descending order of SF Score value as L2, L3, L4 and so on. Bidders quoting incredibly low or unrealistic high cost of items leading to unrealistic GTV with a view to subverting the tender process shall be rejected straight away by Bank and EMD of such vendor will be forfeited. Any bid found to be unsatisfactory in terms of any of the evaluated parameters as mentioned may be rejected and will not be considered for further evaluation.

#### 4.34. Final Bid Evaluation (Techno commercial bid):

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

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

TC = ST\*0.7 + SF\*0.3

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

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

If any bidder withdraws his bid, at any stage after the submission of the bid, till the final

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

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

- a) If the detailed commercial bid is found in order, complete and its GTV is less than the withdrawing bidder, then this bidder will be declared as selected bidder and will provide services at its own quoted rates.
- b) In case the GTV of next ranked techno commercial bidder is higher than the withdrawing bidder, then it should match the detailed commercial bid offered by withdrawing bidder in toto.
- c) If next ranked techno commercial bidder also backs out, then the Bank will complete the tender process by following the aforesaid process again for other remaining technocommercial ranked bidders.

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

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

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

If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, as decided by the bank and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause (Clause 4.35) must be asserted within thirty (30) days from the date of the Bidder's receipt of the Bank's changed order.

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

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

#### 4.37. Notification of Award

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

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

# 4.38. Award of Contract

There will be only one vendor.

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

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

The contract period will be commencing from the date of signing of contract and will be valid for 5 years from the date of Go-Live of End to end financial inclusion solution. THE NAINITAL BANK LTD. reserves the right to extend the contract for further period of five years. Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the bidder to add new features/ process or modify the existing solution to take care the service delivery for matching the project requirements as and when required.

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

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

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

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

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

#### 4.39. Placing of Purchase Orders

Purchase order will be placed on the vendor in hardcopy format for procurement of proposed

solution / Hardware/ Software/ System / Service.

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

If the vendor is not able to supply/deploy/operationalize the ordered Hardware/software system/service/process completely within the specified period, the penalty clause will be invoked.

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

# 4.40. Bank Guarantee for Contract Performance

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

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

S.no.	Item	Value
1	Instrument	One single Deposit in the form of Bank Guarantee
2	Performance Bank Guarantee	Bank Guarantee to be submitted along with the duly stamped and signed contract and should be valid fora period of 60months from the date of Go-Live of end to End Financial inclusion solution. In case there is an extension of contract beyond 60 months, Bidder has to provide the BG for that extended period.

Performance Bank Guarantee as per following schedule:

# 4.41. Confidentiality of the Document

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

# 4.42. Tender Related Condition

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

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

# 4.43. Rejection Criteria

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

# 4.43.1 General Rejection Criteria

- Bids submitted without or improper EMD and/or Application Money.
- Bids received through Telex /Telegraphic / Fax/E-Mail will not be considered for evaluation.
- Bids which do not confirm unconditional validity of the bid as prescribed in the Tender.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the Tendering Process.
- Any effort on the part of a Bidder to influence the Bank's bid evaluation, bid

comparison or contract award decisions.

- Bids received by the Bank after the last date and schedule time for receipt of bids as prescribed by the Bank.
- Bids without letter of authorization and without any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

# 4.43.2 Technical Rejection Criteria

- Technical Bid containing commercial details.
- Revelation of Prices in any form or by any reason before opening the Commercial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the RFP Documents, 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 confirm to the timelines indicated in the bid.
- Bidder not scoring minimum marks as mentioned in Tender

# 4.43.3 Commercial Rejection Criteria

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

# **5.** Section III: Detailed Scope of Work

The detailed Scope of Work of this RFP envisages an end-to-end comprehensive solution for Implementation of End to End Financial Inclusion Solution, which includes Customer on-Boarding with and without (e-KYC), Aadhaar Enabled Payment System (AePS) & card based transactions, social security scheme enrollments, which includes procurement of perpetual license & Supply, Installation, Implementation, Integration, Maintenance and support of the software and other components required which can be delivered through PC/Laptop/Tablet / Kiosk / Handheld device (POS) channels, along with parameterization, verifying data quality, user acceptance testing, documentation, training, knowledge transfer and support (hereinafter referred to as "solution").

The proposed solution should be scalable so as to support Proposed Finacle 10x CBS applications to be used by Bank or be capable to integrate other Bank's Projects in the future as Bank may go for up-gradation, at a later date. This would also envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, training, knowledge transfers and support.

At present, Bank is having Maker & Checker concept in front end application for Business Correspondent Agents and Branches. Presently, bank has two Business Correspondent vendors providing the BC Agents linked with branches and may be increased in future.

The selected bidder has to provide the necessary solution for the following:

- 1. Online customer on boarding/ Customer account opening (Saving account, Recurring Deposit, Term Deposit, SHG, JLG) with and without e-KYC features.
- 2. Social security schemes enrollments (PMJJBY, PMSBY, APY),
- 3. Devices / Software for the above purposes working on Laptops, PCs, Tablets, Mobile terminals.
- 4. Aadhaar enabled payment systems (ONUS &OFFUS)
- 5. Online transactions for cash receipt/payment/transfer/balance enquiry/mini-statement of account etc. based on industry standards.
- 6. Card based transactions.
- 7. Business correspondents (BC's) management including BC on boarding, limit and commission management

8. The proposed solution should be scalable so as to support Proposed Finacle 10x CBS applications to be used by Bank or be capable to integrate other Bank's Projects in the future as Bank may go for up-gradation, at a later date.

9. The selected bidder has to provide the necessary system to enable implementation of end to end- Financial Inclusion Services through PC/Laptop/Tablet / Kiosk / Handheld device (POS) channels at Front End Application. This is an end to end project and all the items required for making the application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

10. Bidder should integrate the End to End FI solution with Bank's Core Banking Solution (CBS), ATM Switch, MIS, Mobile Banking, Aadhaar and other systems if any as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank. Bidder should also extend necessary compatibility support in the end to end FI solution for any version upgradation of the above entities.

11. Proposed FI solution should drive & manage micro ATM/Kiosk serviced by all FI vendors engaged by Bank with switching capability for processing & routing transactions initiated at micro ATM/Kiosk to CBS, ATM switch and NPCI / UIDAI.

12. Proposed end to end FI solution environment should be PA-DSS certified. It is bidder's responsibility to get it certified. Further, the selected vendor will be responsible to incorporate the necessary changes time to time required for certification of PA-DSS and any other certification required without any extra cost to the Bank.

13. Bidder has to support for Audit conducted by internal / external auditors and comply the observations made by auditor without any additional cost within 15 days for the application related changes and for Hardware related changes within 30 days.

14. Common FI application should have capability for Fingerprint (UIDAI), IRIS (UIDAI), PIN based card authentication, Virtual ID and geo-tagging as required by Ministry of Finance (MoF).

15. Any customization of the proposed solution, support to RD services and E-KYC, Biometric Software and any other infrastructure inclusive of reports has to be carried out during contract period will be done at no additional cost and a re-testing of the solution should be done before implementation.

16. Proposed solution should be capable of handling Inter-Bank on-line transactions - Aadhaar enabled transactions (Finger prints & IRIS), and card based transactions. The solution

should be capable of meeting to NPCI/UIDAl/PA-DSS standards for PIN based card specification and NPCI/UIDAI standards for Aadhaar Enabled Payment System (AEPS) etc.

17. Proposed solution should have support of bill generation for BC and Business Correspondents based on combination of variables/performance /fixed pay structure and commission, charges on monthly / quarterly basis.

18. Reconciliation reports for day to day reconciliation of interbank transactions (AEPS, PIN based card, as required by Bank. The solution should accept input from CBS/NPCI/other third party vendor and provide the list of missing transactions to concern team of the Bank.

19. Bidder should ensure the smooth migration of complete data setup of existing FI solution and transition from Bank's existing FI solution to proposed end to end FI solution without any extra cost to the Bank.

20. Bidder should ensure that the proposed software applications should meet the current guidelines & / or standards issued by DFS/RBI/IBA/NPCI/UIDAI/IDRBT etc., for implementation of Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities, without any additional cost to the Bank.

21. Bidder should give commitment (on company letter head) to customize/modify FI solution to meet the requirement as per DFS/RBI/IBA/NPCI/UIDAI requirement within a defined time period from the date of issuance of such customization/modifications or earlier, depending upon the level of customization/modification prescribed by the said authorities. Further, Bidder should also give commitment (on company letter head) to modify/change the end to end FI solution to meet the minor changes as per Bank requirement within a maximum period of one (1) week from the date of issuance of such requirement or earlier, without any additional cost to the Bank. However, in case of major changes or new product, customization should be done within stipulated time and resources, which will be decided mutually on case to case to basis. Cost for rest of the changes will be decided on time and material basis as per the Bank Functional point analysis procedures (including testing etc.). Bank shall consider Minor change as change wherein per man days are 10 or less as FPA approved by Bank.

22. The bidder has to provide complete Solution Architecture & its functionality documents for the proposed end to end FI solution including hardware specifications, software applications details, licenses, reconciliation, MIS, process flows for each & every activity and diagrams. Also, Industry standard complete project documentation should be provided along

with necessary job cards.(All documents should be provided in hard copy as well as in soft copy).

23. Bidder should ensure functioning of all application software functionalities and related features across micro ATMs. Go live date will be deemed as the date when implementation of FI solution has been completed and integrated the end to end FI solution with Bank's Core Banking Solution (CBS), ATM Switch, Enterprise data Warehouse (EDW), MIS and Bank's FI Vendor system if required as well as with NPCI/UIDAI and/or any other Govt. organization as required by Bank subject to Bank acceptance for the same.

24. Bidder should enter into agreement with Bank for a minimum period of 5 years from Go Live date with option of further extension of contract for further period subject to 5 years on mutual consent basis, provided services of the bidder is satisfactory and at Bank's sole discretion. However, Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP. Bidder has to monitor the utilization of hardware resources on regular basis and should upgrade/replacement of hardware if any required to avoid any business loss due to system performance issue without any additional cost to the Bank.

25. Utilization Report of server/hardware/firmware should be submitted to the Bank on regular basis. MIS report is to be parameterized as decided by Banks.

26. Bidder shall assist the Bank in identifying potential risks in the solution, provide remedy for the identified risks, develop strategies to measure, monitor and mitigate those risks and implement new and appropriate controls. The proposed system should be capable of generating reports based on risk factors and any other risk.

27. In addition to security features deployed in the technology, Bidder's operational procedures should ensure protection of the Bank from business risk (from system error, human error, negligence and mismanagement), operational risk, reputation risk and fraud risk (loss to earnings or capital due to intentional deception by employees, customers, agents, external entities, etc.) and any other risk. If risk due to above, Bidder shall be liable.

28. Bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit. Bidder should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of audit reports without any extra cost to bank. Bidder has to perform VAPT audit for all

application/server/interfaces on half yearly basis without any cost to the Bank and comply all observation within 30 days

29. The Bidder has to provide complete document on Business Continuity plan (BCP) and Disaster Recovery Plan (DRP) for the proposed solution. DR site should be implemented simultaneously from the date of go live at Primary Site.

30. The Bidder has to provide Perpetual Corporate License(s) for the software application(s) to be used in any number of Bank's offices, branches, users, devices and locations. Bidder to propose the same end to end FI solution to Bank

31. The selected bidder should provide one year of comprehensive warranty for proposed solution including associated services. The warranty of the solution will start from Go-Live Date of the solution. After the completion of One year of warranty, the bidder will maintain the software/hardware for 4 years (plus extended period, if any) as a part of ATS. The comprehensive charges for 5 years including one year of Warranty period and 4 years of ATS Period would form part of TCO (Total Cost of Ownership).

32. The vendor will pass on to the bank, the benefit of discounts if any announced during any period in respect of orders placed during that period.

33. Any customization of the FI Gateway, common Kiosks application, and any other infrastructure inclusive of reports has to be carried out during warranty and AMC/ATS period will be done at no additional cost and a proper testing of the solution should be done before implementation. At present Bank has 2 Corporate Business Correspondents. The system should be capable of supporting any number of Corporate Business Correspondents (BC) without any additional cost to the Bank.

34. Bidder has to provide SSL certificate for this project. Required information will be provided by Bank. Digital certificate procurement in the name of Bank should be done Integration of all interfaces as well as for any functionalities by UIDIA/IBA/DFS etc. Malicious safety.

35. The bidder will have to perform a product benchmark at the benchmarking center as identified by the bidder in presence of "The Nainital Bank Limited" employees and its appointed representatives at no cost to the Bank to demonstrate that the proposed hardware provides the required service levels in terms of number of the 50 transactions per second (TPS).

36. "The Bank shall be entitled to terminate the agreement with the Vendor without assigning any reason at any time by giving ninety (90) days prior written notice to the Vendor, at no cost to the bank."

37. Any other payment models including Account/Card/Mobile etc. as per latest NPCI specifications should be provided without any additional cost to the Bank.

38. Successful bidder has to provide certificate/assurance of data residing within Indian territory.

39. Binding of RD service enabled authentication devices (Morpho, IRIS etc.) with business correspondent PC/laptop etc.

# 5.1. Data Quality

Tools for identifying the data quality issues and resolving the data quality problems are to be provided to have a clean and consistent data.

# 5.2. Data Transformation

The data from the proposed solution should be integrated with source systems like Finacle 10.X and any future version of Finacle, and loaded into the Finacle Database in an automatic process without any manual intervention.

# 5.3. Sizing of Hardware and Software

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

- Install the proposed solution on the hardware infra as recommended by the Bidder.
- Recommend any enhancements/upgrades to the hardware and the software installed on same, to ensure that the application functions as required.
- Support Bank in replacing/upgrading any software like OS, DB etc. that goes end of life/end of support to ensure that the proposed application functions as required

- Support Bank team to ensure maintenance activities that are carried out as and when required.
- Assist Bank team in ensuring compliance to various guidelines issued by RBI, other regulatory bodies, government etc.

For sizing, the following information shall be taken into consideration but should not be limited to

Sr. no.	Transaction Information	Year 1	Year 2	Year 3	Year 4	Year 5
1.	Number of Business Branches / Offices	160	185	200	225	250
2.	Number of financial transaction (average daily)	300	375	470	585	730
3.	Financial transaction per year	108000	135000	169200	210600	262800
4.	Number of Non-financial transaction (Average daily)	40	50	65	80	100
5.	Non-Financial transaction per year	14400	18000	23400	28800	36000
6.	Number of business correspondents	60	80	100	130	150

# 5.4. Software Lifecycle

Design, Development, Testing, Implementation, Integration, Maintenance and Support of proposed solution should follow Software Development Life Cycle (SDLC) processes for data integration, MIS, data quality, cross functional analytical requirements of the Bank and should be as per ISO Standards

# 5.5. Training

Comprehensive training covering all aspects of proposed solution including all Functional and Technical aspects to be provided to all the identified Bank's staff and Business correspondents. The tentative number of persons to be trained will be a maximum of 100 and they may be split into batches for training for the whole period of TCO as per Bank's requirement. It is important to note that the Bank reserves the right and may/may not appoint its own BCs as well and hence the Bidder should provide training of such Bank appointed BCs .This will include technical training, super user training, Log analysis & Monitoring and training materials (both soft copy and hard copy). The same should also be incorporated in the training manual/document..

#### 5.6. <u>Manuals/ documentation</u>

Project Documents, User Manuals and Technical manuals are to be provided for all the functionalities/modules/tools proposed for the solution separately.

# 5.7. <u>Web Portal</u>

The proposed solution should allow the users from Branches/Regional Offices/Head Office to build and generate ad hoc reports/data based on the aggregated and granular data maintained in proposed solution Database. All the reports (RBI usage/ Internal Usage), which are developed by the bidder, are to be hosted on the Web portal. This Portal should enable users to run / view/ download the same in various formats such as excel, pdf, txt etc. The Web Portal should be device and browser compatible and should be accessible through Desktops/Web. The web portal should have proper user management module to enable various level of users and allocating access rights to users.

The details of all reports to be developed and deployed will be shared by bank to the successful bidder.

# 5.8. <u>General Aspects in Scope</u>

The bidder is expected to implement proposed solution with proper business processes and as per ISO Standards. The Solution should be able to generate all the existing and any future reports/ requirements made by Regulatory/ Statutory authorities, in the frequency & format prescribed by the authorities without any extra cost during the period of TCO.

The proposed solution should have the following features but should not be limited to:

- 1. The selected bidder should provide required software and licenses, if any, including implementation / execution of the same within the stipulated time period.
- 2. The system should be capable of supporting any number of Corporate Business Correspondents (BC)/TSPs without any additional cost to the Bank. Bidder has to make

changes in application / system as per guidelines issued by NPCI / UIDAI and other regulatory body free of cost.

- Bidder has to maintain patches and upgrades for proposed solution at centralized location so that the same can be pushed to the Micro-ATMs over air through remote terminal management.
- 4. Bidder should have to adhere all policies related to IT i.e. Backup policy, Patch management policy, IT security policy, migration policy etc. Bidder has to maintain the backup as per the Bank policy.
- 5. The Solution 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 product.
- 6. 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.
- 7. 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.
- 8. Any security related issues (including various audit 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.
- 9. 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.
- 10. Bidder should sign the Service Level Agreement (SLA) based services and SLA tracking system for maintaining operational workflow.
- 11. Time, being an essential feature of the contract, the selected bidder is expected to successfully implement the solution proposed and generate all reports as prescribed by Bank within 16 weeks from the date of acceptance of Purchase Order. The priority of reports will be decided by Bank and will be conveyed to the successful bidder.

- 12. 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.
- 13. The bidder should develop new Reports or modify/ combine existing reports as per instructions/ requirements from RBI/ Bank, etc. during the whole contract period of 5 years
- 14. Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security audit on half yearly basis. The Bidder/ OEM needs to comply with the findings of the VAPT/IS Audit/Secure Coding Practices in terms of the solution provided under this RFP.
- 15. Bidder has to meet the requirement of Audit/VAPT/CISO before going Live since approval of Audit/VAPT/CISO is mandatory.
- 16. 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.
- 17. The bidder is expected to develop a disaster recovery plan for restoration of the system in the event of any disaster or major incident. The Disaster recovery plan will be first tested prior to go-live to verify DR readiness and then on every subsequent DR Drill conducted by Bank. The DR drill period will be decided by bank.
- 18. In case any bidder quotes open source software for any requirement given in the RFP, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the RFP. 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.
- 19. Bidder will provide Application interface architecture for application.
- 20. Bidder will ensure Audit trails should be enabled for application server
- 21. Bidder will ensure secure code review post major/critical changes to the application/software
- 22. Bidder will ensure escrow arrangement for application
- 23. Bidder will provide Architecture interface design
- 24. Bidder will ensure Personal Identifiable Information (PII) details such as PAN, Aadhaar number should not be stored in clear text.
- 25. Bidder will provide Source code audit certificate

- 26. Bidder will ensure that Application level logs should be compatible for integration in Security Information and Event Management (SIEM) tool of the Bank for the proposed applications.
- 27. FI solution should interface with Bank's Core Banking Solution, ATM Switch, and other delivery channel and NPCI/UIDAI. The Bidder should maintain and manage total infrastructure deployed (including System and Database administration) including FI switch/Gateway application, Kiosks application, Business correspondent management module and parameter configuration/ approval.
- 28. End to end FI solution should include the following features.
  - i. FI Switch to Drive & Manage Kiosks, AePS, Merchant PoS.
  - ii. Common application for Kiosks
  - iii. Configuration of services at Bank level, BC group level and user level
  - Role based access for various users (admin, Business Correspondents, Corporate users (BC), report users, Head Office/Zonal Office/branch users etc.,)
  - v. Centralized financial parameters and limits maintenance module BC-wise, BC Agent wise / Kiosks-wise/ transaction type wise e.g. AEPS/PIN based card/Finger Print, IRIS, e.g. deposit/withdrawal/ Fund Transfer, Balance Enquiry, Mini statement etc.
  - vi. Audit trails transactions (financial/non-financial-successful/failed/reversal etc.), activity on admin, BC Management module.
  - vii. Integrated & robust MIS reports and online Dashboard as well as log monitoring for all FI activities.
  - viii. Support for invoice generation, Commission and remuneration processing for corporate Business Correspondents (BC) and Business Correspondents bill generation based on variables/ performance based /fixed pay structure/combination on monthly/quarterly basis or any time frame or MDR basis.
  - ix. Key Management Module for PIN based Card transactions.
  - Business Correspondent management module for Head Office, Zonal Offices, Branches and Corporate Business Correspondent (BC) to monitor Business Correspondents and generate reports. Different Corporate Business

Correspondent (BC) should be able to access the module for their respective Business Correspondents.

- xi. Receipt printing in vernacular languages along with English, for Business Correspondents
- xii. Facility to raise/track/close disputed transactions by Business Correspondent / branches/officials and generate MIS reports
- xiii. Facility to send event based SMS and email to BC, Business Correspondent. It is the Bidder's responsibility to integrate the application with Bank's SMS and email gateway.
- xiv. Exceptional reports to be provided in Bank desired formats.
- 29. FI Solution should have a Business Correspondent Management Module for Kiosks operators –

A full-fledged BC module where the Administrator or other authorized users can maintain and manage BC Agent details. It includes modules like

- BC Agent creation and maintenance. Agent creation module should support the automatic updation/configuration of agent details at backend (Central Kiosk Application & FIG) without manual intervention. However, the activation of the agent shall be made by concerned Branch Office of the bank.
- BC Agent and Kiosks terminal management vis-a-vis transaction limit and sub limit based on type of transaction, BC Geographical location and Category (Rural, Semi Urban, Urban and Metro). Mapping of Kiosks to the BC agents, contra account, limits setting, etc., however, verification/ approval will at Bank level.
- iii. Audit trails, which shall mainly include the activities of login, creation, deletion, parameter change, transactions logs etc.
- iv. Should have capabilities to block/permit Business Correspondent / Kiosks from operating.
- v. Should be able to identify type of Business Correspondents w.r.t. Rural Business Correspondent, Urban Business Correspondent, etc.
- vi. Should also have the capability to identify type of device Business Correspondent is functioning with. Micro ATM, Kiosk (Desktop/ Laptop), Other Mobile Device (Mobile/Tablet) etc.

vii. Should have capability to capture hardware make and serial No, UDC No.

30. FI Solution implement, integrate and maintain and provide RD services to all Kiosks/Micro ATMs/Biometric devices in BC and BC should have facility to open online customer accounts (enrolment) on real time basis after authenticating the customer details through e -KYC (KYC for non e-KYC customers) mode. FI gateway will push the customer data on real time basis to Bank's CBS System for enrolment/account opening. All the provision at FIG and Kiosk Setup (Server as well client), for smooth online account opening should be ensured by the end to end FI Solution. The detailed reports at each stage i.e. enrolment pending at BC level, pending for verification at branches, submitted to CBS, account opened / rejected at CBS, pending response from CBS / intermediate or at FI gateway level etc., After account opening, necessary details (Unique Reference Number (URN), Account number, customer ID, account opening date, process status etc.,) should be updated in FI solution to enable the BC / customer to know the account details and perform transactions through Kiosks.

31. FI common application for Kiosks should have following features.

- i. Alternated login and authentication including second factor to be provided to Business Correspondent for all Banking Services.
- ii. Machine id / Mac id validation.
- iii. BM login can happen with user id, password, OTP, and fingerprint authentication, IRIS, or user id and Aadhaar based authentication. This should be configurable by the administrator.
- iv. Retry of fingerprint authentication for Business Correspondent and customer should be configurable (currently the count is 3 attempts).
- v. Fingerprint & IRIS (UIDAI), PIN based card authentication of customers.
- vi. Geo-tagging of Kiosks locations as required by Ministry of Finance (MoF).
- vii. Application should have capability to run with SIM card, Wi-Fi, VSAT and LAN connectivity.
- 32. Online Customer enrollment with &without e-KYC (Finger Print and IRIS) based
  - i. Savings account
  - ii. Recurring Deposit(RD) / Term Deposit

- iii. Joint Liability Group (JLG)
- iv. Self Help Group (SHG)

33. Support for current version of AEPS (ONUS & OFFUS) transactions (UIDAI based authentication)

- i. Deposit
- ii. Withdrawal
- iii. Funds transfer
- iv. Balance enquiry
- v. Mini statement

34. Support for PIN based card transaction

- i. Withdrawal
- ii. Balance enquiry
- iii. Deposit
- iv. Mini statement
- v. Pin change
- vi. Funds transfer
- 35. Reversal transaction solution should be handled in online mode for all types of transactions as per NPCI and Bank switch / CBS specifications.
- 36. FI Solution should support interoperable transactions (AEPS transactions, PIN based card transactions,) through NPCI.
- 37. FI solution should comply with NPCI/UIDAI specification for PIN, fingerprint & IRIS authentication.

38. FI Solution should have facility and support scalability to incorporate new products, features and services as directed by DFS/IBA/RBI/MoF/NPCI & UIDAI through Kiosks/Micro ATM and Mobile platform.

39. FI Solution should have all existing product & features of Financial Inclusion as suggested by DFS/RBI/MoF/IBA/NPCI and Bank at the time of issue of purchase order.

40. Facility Management services SHALL BE PROVIDED BY THE SELECTED BIDDER as per bank's requirement. Facility Management Services will commence from the date of go live.

41. Bidder to maintain the complete End-to-end FI application system (FIG, Kiosk Application, etc.) for a period of five years after go live by deputing minimum 12 (Twelve)

on-site resources for support and provide dedicated support services for Nainital bank only. Bank will have the option to discontinue the onsite support at any time after One year, during the contract period. However, bidder's responsibility with respect to uptime commitment will remain the same. Bank may increase or decrease number of resources at any time during contractual period.

#### 42. Dashboard

- i. Exhaustive Online Dashboard for day to day monitoring of individual Business Correspondent s based on the filter criteria with drill down facilities.
- ii. Business Correspondent's login.
- iii. Enrolment (with and without e-KYC features)
- iv. Transactions (AEPS (OFFUS/ONUS), Fingerprint, IRIS, VID, IMPS, PIN based card (OFFUS/ONUS)/ Remittance / Fund transfer (OFFUS/ONUS))
- v. Business Correspondent's worked /non work status on particular day, Active / in- active Business Correspondent s.
- vi. Other services social security scheme enrollments.
- vii. Reports to be submitted to RBI, Ministry of Finance and top Management of Bank as and when required.
- viii. Fixed reports (daily, weekly, monthly, and yearly) as required by Bank.
- ix. Fixed reports for Business Correspondents as required by each Corporate BCs
- x. Business Correspondents wise commission report based on the enrolment, transactions (AEPS, PIN based card) and other services like, social security scheme enrollments, and canvassing of bank products, RD, SHG, JLG, etc.
- xi. Each services wise count and payment report etc.
- xii. Reconciliation reports for interbank transactions (AEPS, PIN based card).
- xiii. BC wise/Account wise Report for accommodating transactions. The different Scenario for accommodating transactions shall be finalized jointly by the bank and selected vendor.
- xiv. HSM-digital signing for e-KYC and its data encryption
- xv. Encryption of Aadhaar and related data as per UIDAI guidelines with HSM etc.
- xvi.Integration of HSM with various interfaces is responsibility of the Bidder without any additional cost to the Bank.

- 43. 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:
  - a. 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);
  - 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
  - c. 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).

The scope of work shared above is only indicative and non-exhaustive. The bank and successful bidder will prepare an exhaustive list of reports to be provided as a part of this solution.

#### 5.9. Aspects to be covered from Cyber & Information Security Angle

• The Application should have the functionality to define product-level limits.

• The bidder to confirm that they have trained resources with necessary expertise to manage the infrastructure. The Department to ensure that that they have adequate oversight and controls for monitoring the activities of the third party personnel, in line with RBI guidelines on outsourcing.

• The bidder to maintain database of all systems and applications storing customer data in the payment ecosystem and compliance with applicable PCI standards in each of the systems (notwithstanding mandatory requirements of certification/ standard accreditation).

• The Department to undertake a review of the risk scenarios and existing security measures based on incidents affecting their services, before any major change to the infrastructure or procedures is made or, when, any new threats are identified through risk

monitoring activities. Further, unused or unwanted features of the platform should be closely controlled to minimize risk.

• The bidder to ensure that adequate safeguards are in place to protect integrity of data, customer confidentiality and security of data

• The application architecture is robust and scalable, commensurate with the transaction volumes and customer growth.

• The Department to ensure that they have necessary capacity, systems and procedures in place to periodically test the backed-up data, application pertaining to the products to ensure recovery without loss of transactions or audit-trails. These facilities should be tested at least on a half-yearly basis for the products and services being offered.

• The bidder to confirm that the communication protocol in the payment channels (especially over Internet) shall adhere to a secure standard. An appropriate level of encryption (min SHA256) (Secure Hash Algorithm) and security shall be implemented in the payment ecosystem

• The bidder to ensure that the Web applications providing the payment products and services should not store sensitive information in HTML hidden fields, cookies, or any other client-side storage to avoid any compromise in the integrity of the data.

• Implementation of Web Application Firewall (WAF) solution and DDoS (Distributed Denial of Service) mitigation techniques shall be put in place to secure the payment products and services offered over Internet.

• The key length (for symmetric/ asymmetric encryption, hashing), algorithms (for encryption, signing, exchange of keys, creation of message digest, random number generators), cipher suites, digital certificates and applicable protocols used in transmission channels, processing of data, authentication purpose, shall be strong, adopting internationally accepted and published standards that are not deprecated/ demonstrated to be insecure/ vulnerable and the configurations involved in implementing such controls are in general, compliant with extant instructions and the law of the land

• The application should have effective logging and monitoring capabilities to track user activity, security changes and identify anomalous behavior and transactions.

• The bidder to ensure to implement multi-tier application architecture, segregating application, database and presentation layer in the FI application, products and services being offered.

• The bidder to shall explicitly define security objectives (including protection of customer information/ data) during (a) requirements gathering, (b) designing, (c) development, (d) testing including source code review, (e) implementation, maintenance & monitoring and (f) decommissioning phases of the payment applications.

• The bidder to ensure that they have an escrow arrangement for the source code for ensuring continuity of services in case the vendor defaults or is unable to provide services.

• Bank shall ensure conduction of security testing including review of source code, Vulnerability Assessment (VA) and Penetration Testing (PT) of the application to assure that the application is secure for putting through transactions while preserving confidentiality and integrity of the data that is stored and transmitted. Such testing should invariably cover compliance with various standards like OWASP. The RE shall obtain a certificate from the application developer stating that the application is free of known vulnerabilities, malwares and any covert channels in the code.

In this context,

a) The VA shall be conducted at least on a half-yearly basis; PT shall be conducted at least on a yearly basis.

b) Testing related to review of source code/ certification shall be conducted/ obtained. This shall continue on a yearly basis, if changes/ upgrades have been made to the application during the year;

c) Testing/ Certification should broadly address the objective that the product/ version/module(s) functions only in a manner that it is intended to do, is developed as per the best secure design/ coding practices and standards, addressing known flaws/threats due to insecure coding; and

d) Penal provisions shall be included by the RE into third-party contractual arrangements for any non-compliance by the application provider.

• The Department shall verify and thoroughly test the functionality (to validate whether the system meets the functional requirements/ specifications) and security controls of products and services before its launch/ moving to the production environment

• The server at the Bank's/Vendor end should have adequate checks and balances to ensure that no transaction is carried out through non-genuine/ unauthorized products/ applications and the authentication process is robust, secure and centralized.

• The security controls for applications must focus on how these applications handle, store and protect payment data. The APIs for secure data storage and communication have to be implemented and used correctly in order to be effective. Bank/Vendor shall refer to standards such as OWASP-MASVS, OWASP-ASVS and other relevant OWASP standards, security and data protection guidelines in ISO 12812, threat catalogues and guides developed by NIST (including for Bluetooth and LTE security), for application security and other protection measures. Such testing has to necessarily verify for vulnerabilities including, but not limited to OWASP/OWASP Mobile Top 10, application security guidelines/ requirements developed/ shared by operating system providers/ OEMs.

• Bidder to ensure to redact/ mask customer information such as account numbers/ card numbers/ other sensitive information when transmitted via SMS/ e-mails.

• Multi-factor authentication to be implemented for payments through electronic modes and fund transfers, including cash withdrawals from ATMs/ micro-ATMs/ business correspondents, through digital payment applications. At least one of the authentication methodologies should be generally dynamic or non-replicable. [e.g., Use of One Time Password, mobile devices (device binding and SIM), biometric/ PKI/ hardware tokens, EMV chip card (for Card Present Transactions) with server-side verification could be termed either in dynamic or non-replicable methodologies.].

• The application should have the capability to set down the maximum number of failed log-in or authentication attempts after which access to the product/ service is blocked. They should have a secure procedure in place to re-activate the access to blocked product/ service. The customer shall be notified for failed log-in or authentication attempts

• Bank shall document and implement the configuration aspects for identifying suspicious transactional behavior in respect of rules, preventive, detective types of controls, mechanism to alert the customers in case of failed authentication, time frame for the same, etc.

• Solution should be capability to send alerts based on parameter for fund transfers, cash withdrawals, payments through electronic modes, adding new beneficiaries, etc.) in a short period, more so in the accounts of customers, new account parameters (excessive activity on a new account), IP address origin (in respect of unusual patterns, prohibited zones/ rogue IPs), transactions to mobile wallets/ mobile numbers/ VPAs on whom

vishing fraud or other types of fraud is/are registered/ recorded, declined transactions, transactions with no approval code, etc.

• The Department to maintain updated contact details of service providers, intermediaries, external agencies and other stakeholders for coordination in incident response.

• An online session shall be automatically terminated after a fixed period of inactivity

• Secure delivery of password for login purpose shall be ensured. The user shall be compulsorily required to change the password, on the first login.

• The bidder to should ensure that terminals installed at the merchants for capturing card details for payments or otherwise are validated against the PCI-P2PE program to use PCI-approved P2PE solutions; PoS terminals with PIN entry installed at the merchants for capturing card payments (including the double swipe terminals) are approved by the PCI-PTS program.

# 5.10. **Proposed Solution and Approach**

Bidder is expected to provide their Approach and methodology for the implementation of project but not limited to the following

- Overall Implementation Methodology (Objectives of Phases, deliverables at each phase, etc.)
- Methodology for performing business design for quality control and testing of configured system.
- Methodology of internal acceptance and review mechanism for deliverables by the bidder.
- Proposed Acceptance Criteria for deliverables.
- Methodology and approach along with proposed tools and processes which will be followed by the bidder during project implementation.

To carry out the development of the above-mentioned components, successful bidder will be responsible for the following activities and will approach the engagement in this fashion:

1. Successful bidder will work with business team to understand detailed requirements, understand application in the scope of this project.

- 2. Bidder will prepare Functional specifications and conceptual design that will be reviewed and signed-off by the Bank. Based on these documents, bidder will prepare detailed design and document the same for Database model and report (User Interface).
- 3. Bank will review the design documents and provide signoffs.
- 4. Bidder to Develop / Build integrations, DB model and reports as per the design for the agreed scope.
- 5. Bank to review code and provide signoff. Bidder to fix code that is non-compliant with standards.
- 6. Bidder will conduct Performance tests throughout the period of TCO on quarterly basis. Based on the results, performance issues if any will be fixed by the bidder. Bank may also conduct audit of the project through third party multiple times during the period of TCO and any observations observed thereof will be fixed by the bidder within the prescribed timeframe.
- 7. Bidder will perform Unit testing, SIT testing and fix any defects found during testing.
- 8. Bidder to prepare configuration and deployment guide.
- 9. Bank to provide sign off to move the code to production.
- 10. Bidder to deploy code for production go-live.
- 11. Bidder to ensure system should support the Archival Policy of the bank. Data backup shall be done as per data backup and retention policy of the Bank.
- 12. Bidder to provide training to users as and when required by the bank.
- 13. The Bidder shall be responsible for providing the bank users with the requisite training material in both soft and hard copies. The onus of preparing and providing the training material to bank users will be on the bidder.
- 14. Bidder to provide 1 Year of Warranty starting from the Go-Live date and 4 Years of ATS and FM after the completion of warranty period.
- 15. In the event of system breakdown or failures at any stage, protection available shall be specified which would include the following:
  - a. Diagnostic for identification
  - b. Protection of data entered
  - c. Recovery / restart facilities
  - d. Backup facilities

17. Bidder will respect the confidentiality of all information given to it by the Bank and will not divulge any such information to any third party or other units without the consent of the Bank.

# 5.11. Technical and Functional Specifications

In this stage, the evaluation of Technical specifications would be made as per the method described hereunder: -

Response/Scale	Description	Marks
R	Standardized, this scale indicates that this feature is a standard feature of the solution.	2
С	Customization required. Vendor will provide the customization with the stipulated date of the phased rollout	1
Ν	Unavailable. Functionality is not available and will not be provided by the bidder.	0

S. No.	Particulars	Response (R/C/N)	Bidder's Remark
1.	Technical Specifications		
1.1	The software solution should be convenient to use. The Micro ATM (POS)/Tablets/ Mobile device solution should be compatible with latest Micro ATMs standard and support interoperability of all transactions.		
1.2	The web-based Admin module shall support Users/ Groups/ Role definition and granting/revoking Access Rights and set password Expiries. Bidder should provide a centralized solution to monitor end to end operations performed by the BC agents. Proposed solution should have standard interface capabilities (standards like ISO, XML, web services etc.) from end to end encryption.		
1.3	The proposed solution has to support authentication of customers, secured communication, transaction processing, Aadhaar based		

	authentication, customer enrolment system,	
	uploading/downloading of transactions/ customer enrolment data	
	through online mode, generation of printed acknowledgement for	
	success and failed transactions, generation of Audit trial for all	
	financial and non-financial transactions.	
1.4	The communication between servers, database, browsers and	
	other systems should be encrypted. Bidder to deploy devices	
	certified by UIDAI for Aadhaar authentication as per latest	
	UIDAI / STQC/ RBI guidelines.	
1.5	Solution should not rely on browser helper objects/active x control/applets for communicating authentication data to backend as there are numerous security vulnerabilities found in such add-ons.Solution should have the capability to interface with Bank's Core Banking Solution, ATM Switch and other delivery channel as per RBI/ NPCI/UIDAI guidelines.	
1.6	Application portal should be SSL secured and should have logs and audit trails, Access Control List and other security features. Bidder should comply with Aadhaar Act 2016 guidelines and subsequent amendments/ guidelines from time to time by UIDAI / any regulatory body.	
1.7	The solution should have capability to interface with Proposed Banking applications like Finacle 10.X (CBS), and other software used by bank. The solution should be capable of generating various Reports/ MIS as per bank requirement as and when required (Bank will share the format of such reports). Solution should support interoperable transactions (AEPS transactions, account based transaction, PIN based card transactions) through NPCI	
1.8	The solution should comply bank's information security policy and the observations of periodical security audit observations should be complied with. Comprehensive audit trail and logs should be available.	
1.9	The proposed software applications should meet the current guidelines & / or standards issued by DFS/RBI/IBA/NPCI/UIDAI etc., for implementation of	

	Financial Inclusion initiatives and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities	
1.10	Seamless Integration - The application software should be installed in DC & DR Setup. During Bank's DR Drill period, the application should work in DR. Quarterly DR Drill activity is to be carried out (certificate	
	required), along with availability, residing & retaining of bank data within Indian territory.	
2.	Functional Specifications	
2.1	<ul> <li>Proposed FI Solution should have following functions:</li> <li>The Proposed solution should have Customer On boarding/Customer account opening using e-KYC features</li> <li>The proposed solution should have Customer On boarding /Customer account opening without using e-KYC features</li> <li>The proposed solution should have Aadhaar enabled payment systems (ONUS &amp; OFFUS) and have facilities of Cash deposit, Cash receipt, Transfer, Mini statement, Balance enquiry.</li> <li>The proposed solution should have card based transactions feature</li> <li>The proposed solution should be compatible with Laptop, PCs, Tablets</li> </ul>	
2.2	Proposed solution should have Business correspondents (BC's) management including BC onboarding, limit and commission management.	
2.3	Proposed solution should be capable of handling Inter-Bank on- line transactions - Aadhaar enabled transactions (Finger prints & IRIS), and card transactions.	
2.4	Proposed solution should have support of bill generation for BC and Business Correspondents based on combination of variables/performance /fixed pay structure and commission, charges on monthly / quarterly basis.	
2.5	Reconciliation reports for day to day reconciliation of interbank transactions (AEPS, PIN based card as required by Bank	
2.6	Bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit.	

2.7	Solution should have Business Correspondent management	
	module for Head Office, Branches and Corporate Business	
	Correspondent (BC) to monitor Bank agents and generate	
	reports. Different Corporate Business Correspondent (BC)	
	should be able to access the module for their respective	
	Business Correspondents.	
2.8	FI Solution should have facility and support scalability to	
	incorporate new products, features and services as directed by	
	DFS/IBA/RBI/MoF/NPCI & UIDAI through Kiosks/Micro	
	ATM and Mobile platform.	
2.9	Application should have Maker & Checker concept in front end	
	application for Business Correspondent Agents and Branches.	
2.10	FI solution should have functionality of enrolment of social	
	security scheme enrollments	

Note:

• The bidder should provide compliance statement for all the above specifications of technical requirements against each item.

• All the points marked Customizable –C should be made available for SIT within 2 months from the issuance of Letter of Intent/Purchase order

# 6. Section IV – General Conditions of Contract and Service Levels Agreement

- Quality: Material/solution not confirming to given specifications will be rejected & it will be replaced by the vendor, free of cost. The material/solution must be as per the detailed specifications listed out in RFP document and shall be as per standard engineering practice, relevant IS/ Imitational code of practice, and shall be as per the specifications as mentioned in RFP Document.
- **Statutory Laws**: Vendor shall abide by all applicable rules and regulations regarding taxes, duties, labour etc., which are in force and from time to time enforced by the Government of India, also registration, labour laws, payments, ESIC, PF, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly.
- **Confidential Information**: All information exchanged between the parties will be confidential. If the implementation project requires disclosure of, or receipt of, confidential information, such disclosure or receipt will be made with mutual agreement and may be with a separately executed MoU / Non-Disclosure agreement with Vendor by the Bank.

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

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

If within -30- days from the commencement of such negotiations between the Senior Authorized Personal designated by the Bidder and Bank, are unable to resolve their dispute amicably, in such case the dispute shall be settled finally by arbitration in, Nainital Uttarakhand, India under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. 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.

#### 6.1. Term and Extension of the Contract

The term of this Contract will commence from the date of signing of contract/agreement and will be valid for a period of five years from the date of Go-Live of Supply, Implementation, Integration and Maintenance of end to end Financial Inclusion (FI) Solution The contract is extendable further for five years solely at the option of Bank.

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

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

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

#### Warranty

a) The warranty of 12 Months shall start from the date of Go- Live Date. Any defects / bugs noticed in the migrated/implemented applications shall be reworked and / or replaced by the Bidder / Vendor with defect-free components free-of-cost.

b) Bidder / Vendor should provide software patches / upgrades towards complying with all the statutory and any other requirements from the Bank as specified from time to time during the

Contract period, free of cost. The warranty period would start after live implementation\* (\*Live implementation means that after user acceptance and audit clearance the complete

System is ported on the production environment (Go Live) and after issuance of Acceptance Certificate by the Bank).

# 6.2. Prices

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

# 6.3. Payment Terms and Schedule

The payment schedule for various items as quoted in Section V: Financial Bid Format will be as below:

One Time Application Software/license cost of Supply, Implementation, Integration and Maintenance of end to end Financial Inclusion (FI) Solution, Third-Party Application Cost (if any), Implementation Cost & Integration Cost as quoted by bidder will be paid as under:

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

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

# ii. Implementation & Integration cost

- 25% on contract signing and submission of Security Deposit
- 25% on first installation of proposed solution on Bank's infrastructure
- 10% on successful UAT
- 15% on successful integration of proposed solution with Finacle 10.x
- 25% on successful GO-LIVE of the proposed solution
- iii. **Annual AMC/ATS Charges** shall be payable annually in advance on successful GO-LIVE of the solution.
- iv. For any other cost as submitted by the bidder, the payment terms will be decided at the time of signing of agreement.

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

All the payments to the Vendor shall be subject to the report of satisfactory accomplishment of the concerned task. Penalties, if any, on account of liquidated damages and non-compliance of Service Level Requirements, shall be deducted from the invoice value.

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

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

Note:

• All payments will be made through electronic mode only.

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

• No advance payment will be made.

# 6.4. Service Level Agreement & Targets

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

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

# 7. Section V – Bid Submission Format

1.	7.1. Bidder Profile				
Sr	Particulars	Details			
1.	Name of the Bidder				
2.	Address of the Bidder				
3.	Status of the Company (Public Ltd/ Pvt. Ltd)/Firm/LLP etc.				
4.	Details of Incorporation of the Company/Firm				
5.	Details of Commencement of Business				
6.	GST registration no.				
7.	a. Permanent Account Number (PAN)& b. TAN				
8.	Name & Designation of the authorized contact person to whom all references correspondence shall be made regarding this tender				
9.	Telephone No. (with STD Code)				
	<ul><li>a) Landline</li><li>b) Mobile</li></ul>				
10.	E-Mail of the contact person:				
11.	Fax No. (with STD Code)				
12.	Website				
13.	Details of NEFT/RTGS transaction details (if Application Money and EMD are credited to Bank through electronic mode)				

# 7.1. Bidder Profile

14.				e The following details are to be submitted: Account Name – Account Number – IFSC Code – Bank Name - Branch Name -	
	Financial Details (as per	audited Balance Sh	eets) (in Cr)		
	Year	2018-19	2019-20	2020-21	
15.	Net Worth				
16.	Turn Over (Total)				
17.	Turn Over (from Indian Operations)				
18.	Turn Over (from data centre operations)				
19.	Profit After Tax (PAT)				
20.	Net Profit				

#### 7.2. Manufacturer Authorization Format

#### **Manufacturer's Authorization Form**

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

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

Madam/Dear Sir,

Ref: - RFP no....., for Supply, Implementation, Integration and Maintenance of end to end Financial Inclusion (FI) Solution

We ..... (Name of the OEM) who are established and reputable manufacturers / developers of ...... having factories / offices at ....., .....and ..... do hereby authorize M/s ..... (who is the bidder submitting its bid pursuant to the Request for Proposal issued by the Bank) to submit a Bid and negotiate and conclude a contract with you to Supply, Installation and Maintenance of ......for supply of ..... manufactured / developed by us against the Request for Proposal received from your Bank by the Bidder and we have duly authorised the Bidder for this purpose. We undertake to perform the obligations as set out in the RFP in respect of such services and hereby extend our support and services through M/s..... during the 5 year contract period (further extendable for 5 years) as per terms and conditions of the RFP. We assure you that in the event of M/s ..... not being able

Dated this......2022

Yours faithfully,

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

#### 7.3. Undertaking by OEM as bidder(Applicable when OEM is the bidder)

#### Undertaking by OEM as Bidder

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

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

Madam/Dear Sir,

## **Ref:** - **RFP** no....., for Supply, Implementation, Integration and Maintenance of end to end Financial Inclusion (FI) Solution

We, ..... (Name of the OEM) having our registered office at, are an established and reputable manufacturer / developers of ..... for above mentioned Request for Proposal. We confirm that we are participating in the RFP as a bidder.

Yours faithfully,

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

#### 7.4. Declaration for Non-Blacklisting

#### **UNDERTAKING FOR NON- BLACKLISTED**

#### 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)

Madam/Dear Sir,

#### Reg.: RFP Reference No: NTB/PRIORITY/FI/2022/02/012

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

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

ThankingYou,

Yours faithfully,

Signature of Authorized Signatory Name of Signatory: Designation: Seal of Company

# 7.5. Undertaking of Information Security

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

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

Madam/Sir,

#### Reg.: RFP Reference No: NTB/PRIORITY/FI/2022/02/012

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

Dated this.....by .....2022

Yours faithfully,

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

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

# 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)

Madam/Sir,

#### Reg.: RFP Reference No: NTB/PRIORITY/FI/2022/02/012

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Yours faithfully,

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

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

# 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)

#### Madam/Sir, <u>Reg.: RFP Reference No: NTB/PRIORITY/FI/2022/02/012</u>

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

Yours faithfully,

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

#### 7.8. Undertaking for No Deviation

## 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)

#### Madam/Sir, <u>Reg.: RFP Reference No: NTB/PRIORITY/FI/2022/02/012</u>

Further to our proposal dated ....., in response to the Request for Proposal (Bank's RFP Ref. No : NTB/PRIORITY/FI/2022/02/012 hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

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

# 7.9. Commercial Bid Format

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

Cost for End to end solution for Supply, Implementation, Integration and Maintenance of end to end Financial Inclusion (FI) Solution

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

Terms & Conditions:

- The Commercial Offer should be given in the above format only.
- All costs should be only in Indian Rupees and all payments will also be only in Indian Rupees.
- For each of the above items provided the bidder is required to provide the cost for every line item where the bidder has considered the cost in commercial bid.
- The bidder needs to clearly indicate if there are any recurring costs included in the above bid and quantify for the same. In the absence of this, the bidder would need to provide the same without any charge.
- If the cost for any line item is indicated as zero, then it will be assumed by the Bank that the said item is provided to the Bank without any cost
- The prices quoted by the bidder shall be exclusives of all applicable taxes i.e. GST (SGST, CGST & IGST). GST will be paid on actual on production of original invoice.

• The rate should be valid for 5 years from the date of go-live of project. Yours faithfully,

Authorized Signatory Name: Designation: Bidder's Corporate Name Address

# 7.10. Details of Hardware & Operating System Requirement

The bidder must specify complete details of Hardware and other systems required for successful implementation of the offered solution, in the following format.

S. No.	Item	Item Description	Requirement *	Quantity
1.	Hardware			
2.	Operating System			
3.	Database			
4.	ETL Tool			
5.	Reporting Application			
6.	Storage and Backup Solution			
7.	Other Item (If Any)			

Note:

\*Please mention Make / Model (if any), type and number of processors, Memory, bus speed, hard disk & Operating System number of users, license type, version etc.

--End of Document---