REQUEST FOR PROPOSAL

For solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal

DEPARTMENT OF INFORMATION TECHNOLOGY

Railway Bazaar, Haldwani
Nainital-263139, Uttarakhand,

The Nainital Bank Limited

05th Sep 2022

RFP Reference No- **NTB/IT/RECON/2022/09/013**

1.1.   Table of Contents

List of Abbreviations

Acronym	Full Form
ATM	Automated Teller Machine
POS	Point of Sale
ECOM	E-commerce
UPI	Unified Payment System
IMPS	Immediate Payment System
AMC	Annual Maintenance Contract
BG	Bank Guarantee
CBS	Core Banking Solution
AePS	Aadhar Enabled Payment System
NEFT	National Electronic Fund Transfer
RTGS	Real Time Gross Settlement
DC	Data Centre
DD / PO	Demand Draft / Pay Order
DR	Disaster Recovery
EOD	End of Day
EMD	Earnest Money Deposit
LoI	Letter of Intent
SMS	Single Message System
DMS	Dual Message System
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
TO	Technical Offer

2. Section I – Invitation to Bid

RFP No. NTB/IT/RECON/2022/09/013

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

Dated: 05.09.2022

*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 submission of bid date for "**Solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal**".*

Scope of Work	Solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal	
Application Money	Rs. 10,000/- (Rupees Ten Thousand Only)	Application money has to be deposited as **DD/PO/NEFT*** at the time of submission of Bid.
EMD (Earnest Money Deposit) to be submitted	Rs. 5,00,000/- (Rupees Five Lakhs Only)	Earnest Money Deposit (EMD) submitted in the form of **DD/PO/NEFT/RTGS*** or Bank Guarantee which should be valid for a period of 6 months from last date for bid submission date. EMD to be deposited along with the bid.
Last date and time of submission of Bids	26/09/2022 (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/NEFT/RTGS and Bank Guarantee should be made in favour of The Nainital Bank Ltd. and DD/PO be made Payable at Haldwani.

RFP Coordinator – Manish Pandey
Contact No –05946-250152/ 7055100550
e-mail: atmsettlement@nainitalbank.co.in

2.1. Document Control Sheet

Tender Reference No.	NTB/IT/RECON/2022/09/013
Name of Organization	THE NAINITAL BANK LIMITED
Tender Type (Open/Limited/EOI/Auction/Single)	OPEN
Tender Category (Services/Goods/works)	Services/Goods
Type/Form of Contract (Work/Supply/Auction/Service/Buy/ Empanelment/Sell)	Supply/Service/Buy
Technical Evaluation (Yes/No)	Yes
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Offline/Online
RFP Issuance Date	05/09/2022
RFP Coordinator	RFP Coordinator – Mr. Manish Pandey, Contact No –**05946-250152,7055100550** e-mail – atmsettlement@nainitalbank.co.in
Last date of receiving written request for clarifications before the pre-bid meeting	16:00 hrs on 08/09/2022 -mail to atmsettlement@nainitalbank.co.in
Pre-bid meeting	- Pre bid meeting will be held through the online mode on 12/09/2022 between 3:00 PM and 5:00PM. - Bidder to submit the names of -2- authorized officials/persons (Maximum) along with their contact numbers, designations and e-mail IDs on atmsettlement@nainitalbank.co.in by 08/09/2022. - Invitation link of the meeting will be sent by the Bank to email IDs (max 2) of authorized officials/persons of the bidder to join the Online Pre-bid Meeting as per the schedule mentioned above. - In order to join the On-Line Pre-bid meeting, the Bidder's representatives will have to click the link provided through E-mail by the Bank.
Last date of submission of RFP response (Closing date) **And address for submission of Bid**	1600 Hrs. on 26/09/2022 at The Nainital Bank Limited Regional Office 4th Floor, UPRNN Building C-20 / 1A / 7, Sector 62, Noida

	Uttar Pradesh - 201309
Mode of Submission of Bid	The bidder shall deposit the Bid envelope in person in the tender box kept for this purpose at the above address on or before 16:00 hrs, on bid submission date mentioned herein this RFP document.
Date and time of opening of Eligibility cum Technical Bids (envelope 1 and envelope 2)	Date and time of opening of envelope 1 & 2 will be shared later on to the bidders (through the authorized e-mail ID shared by the bidders.)
Date of Technical Presentation	Date of technical presentation will be shared later on to the eligible bidders through authorized e-mail ID shared by the bidders.
Contract Type (Empanelment/Tender)	Tender
Multiple Technical Annexure(s)	Yes
Quoting for all Technical Annexures is compulsory	Yes
Application Money	Application Money of Rs. 10,000/- (Rupees Ten Thousand Only) * has to be deposited as DD / PO / NEFT at the time of Bid submission. The NEFT should be sent on or before last date of Bid submission as per account details mentioned below: Account Name - Adjusting Account Account Number - **999420300000001** IFSC Code - **NTBL0NAI999** Branch Name - Head Office, Nainital
Bid Security (Earnest Money Deposit)	Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakh Only) * submitted in the form of DD/PO/ NEFT / RTGS or Bank Guarantee which should be valid for a period of 6 months from last date for bid submission date. EMD to be deposited along with the bid. The NEFT/RTGS should be sent on or before revised last date of Bid submission as per account details mentioned below: Account Name - Adjusting Account Account Number - **999420300000001** IFSC Code - **NTBL0NAI999** Branch Name - Head Office, Nainital
Bid Validity days	180 days from the last date for submission of bid
Location for Submission of Bid	The Nainital Bank Limited

	Regional Office 4th Floor, UPRNN Building C-20 / 1A / 7, Sector 62, Noida Uttar Pradesh – 201309
Validity of Contract	Five years from the Go-Live date of proposed solution, extendable for further Two years solely at option of the Bank
Address for Communication	The Nainital Bank Limited 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 167 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 a solution for **Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal,** which includes procurement & Supply, Installation, Implementation, Integration, Maintenance of the software as well as resource deployment and other components required, along with parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, training, knowledge transfer and support (hereinafter referred to as "solution").

The proposed solution is required to cater the reconciliation of existing channels like ATM (Issuer Only), POS, ECOM, IMPS, UPI (Issuer Only) and should be scalable so as to support Finacle 10.x (or higher version) CBS solution used by Bank. It must be capable to integrate other Bank's Projects in the future as Bank may go for Up-gradation and integration of other delivery channels and applications like AePS, BBPS, NACH, RTGS, NEFT etc. at a later date.

The broad scope of work for the solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal project is given in the 'Scope of work' section, wherein the selected bidder has to provide necessary solution to enable implementation of solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal Project, including all additional middleware as required by the offered solution,

application software and all related components, complete integration with Finacle 10.X CBS solution and other applications implementation and ongoing support services. This is an end to end project and all the items required for making the application operational should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

4.2. Preparation of Bids

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

Please go through the tender advertisement and the RFP Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of 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 Pre-qualification documents. If the same are deposited through NEFT/RTGS, as the case may be, details of same should be submitted in the Bidder's Profile. 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 Tender/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 deposit the Bid envelope in person in the tender box kept for this purpose at **The Nainital Bank Ltd., Regional Office, 4th Floor, UPRNN Building, C-20 / 1A / 7, Sector 62, Noida, Uttar Pradesh - 201309** on or before **1600 Hrs on** 26/09/2022 **(**Bid Submission Date).

One paper copy and one electronic copy (Power Point or Microsoft Word and Excel contained in storage media) of all documents submitted under Technical Bid (**Envelope 2)** must be supplied to Bank at **The Nainital Bank Ltd., Regional Office, 4th Floor, UPRNN Building, C-20 / 1A / 7, Sector 62, Noida, Uttar Pradesh - 201309** and addressed to "RFP for solution for Management & Processing of Reconciliation of digital channels transactions, Dispute

Management & Customer Complaint Redressal".

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. atmsettlement@nainitalbank.co.in and as per schedule indicated under **point no. 1.1 of Section I – Invitation for Bids.** The queries must be submitted in the following format (in Excel file, *.xls) shall only be considered for clarification:

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

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

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

Note: Inputs/suggestions/queries submitted by bidders as part of the pre-bid queries and otherwise will be given due consideration by the Bank, however THE NAINITAL BANK

LTD. is not mandated to accept any submission made by the bidder and nor the bidder will be given any written response to their submissions. If an input is considered valid by the bank the same will be accepted and incorporated as part of the corrigendum and shall be published on Bank's website.

4.9. Amendment of RFP Document

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

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

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

4.10. Language of Bids

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

4.11. Documents Comprising the Bids

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

1. **Envelope 1 -Pre Qualification envelope**

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

   - Bid Submission Cover Letter
   - Bidder's Profile
   - Application Money in form of DD/PO in original or details of NEFT/RTGS in Bidder's Profile
   - Original EMD (as mentioned in this RFP) the original Bank Guarantee for EMD must be submitted in a sealed envelope mentioning "EMD-**NTB/IT/RECON/2022/09/013**" by Bid submission end date as mentioned in Section 1 – Invitation of Bids Invitation of Bids (or) details of RTGS/NEFT (in Bidder's Profile) credited to Bank against EMD.

- -Response to Eligibility criteria: Eligibility Criteria which should contain all the supporting documents asked for eligibility criteria.
- Power of Attorney executed by the Bidder in favour of the Principal Officer or the duly Authorized Representative, certifying and authorizing him as an authorized signatory for the purpose of this Tender.

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
- Technical / Functional Specifications <u>(Refer point 5.19 of Detailed Scope of work)</u>
- POC / Product Walk through, along with Presentation <u>(Refer Point C Technical Presentation of Evaluation of Technical Bids)</u>
- 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 (Commercial Bid 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 bidder 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 per details in the Document Control Sheet.

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

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

In case of bidders being an MSE under registration of any scheme of Ministry of MSE, they are exempted from the submission of EMD. A valid certificate in this regard issued by the NSIC has to be submitted along with the bid. (Please refer 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, favouring 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 completed in all respect and covering the entire scope of work as stipulated in the RFP Document.

4.29. Preliminary Examination

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

made, whether required EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

4.30. Clarification

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

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

4.31. Evaluation of Eligibility Criteria

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

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.	Documentary Proof to be attached (Certificate of Incorporation). Submit copy of PAN Card, GST Registration.	
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 totality in the proposal submitted.	Letter of confirmation from Bidder	
3	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings / Banks (PSUs / PSBs) or Private Banks or Financial Institutions 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 5 crores each during the last three financial years that is 2019-2020, 2020-21 and 2021-22 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 - 2019-20, 2020-21 and 2021-22.	Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification	
7	The solution offered with respect to solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal should be in compliance with all listed guidelines issued by	Self-Certificate should be submitted with the Bid duly signed by the authorized signatory of the bidder	

S. No	Eligibility Criteria	Supporting Required	Complied (Yes/No)
	Regulatory bodies like RBI,NPCI etc.		
8.	Bidder should have below mentioned certificate which is valid as on the date of RFP submission • ISO 9001:2015 • ISO 27001	Copy of the relevant document	
9	Bidder must have implemented the proposed solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal solution in at least One Scheduled Commercial Banks/RRBs/ Public Sector Bank/ Private 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 summarily 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	
A.	Proposed solution offered with respect to solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal functionality & Technical Requirements Evaluation	40
B	BIDDER's/OEM's Capability & Experience	30
C	Technical Presentation and Project Understanding	30
Total		**100**

Scoring Matrix:

A. Proposed solution offered with respect solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal Functionality & Technical Requirements Evaluation

Sl. No.	Scoring Parameter	Maximum Score

		40
1.	Proposed solution offered with respect to solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal Functionality & Technical Requirements Evaluation as detailed in point 5.19 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	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 implementation of proposed solution offered with respect to solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal in PSU/Commercial Bank/RRB/ Govt. Organization/Private Bank in India to be calculated as below: • Each Organization implementation will carry 2 marks	10	Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.
2	The BIDDER/OEM shall have an annual turnover of at least 5 Crores for the last three (3) financial years (i.e., 2019-20,2020-21 and 2021-22) should be • Turnover between 5 Cr to 15 Cr INR – 3 Marks • Turnover between 15 Cr	5	Audited Financial statements for the financial years 2019-20, 2020-21 and 2021-22. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.

	to 25 Cr INR – 4 Marks • Turnover greater than 25 Cr INR – 5 Marks		
3	BIDDER/OEM should have at least 5 years of experience in providing proposed solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal in PSU/Commercial Bank/ Govt. Organization. • More than 7 years – 10 Marks • Between 5 to 7 years -7 Marks • Less than 5 years – 5 Marks	10	Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the bidder on the bidder's letter head confirming the implementation along with the contact details of client's representative.
4	CMMI Level CMMI Level 3 - 3 Marks CMMI Level 4 - 4 Marks CMMI Level 5 - 5 Marks	5	Copy of the Certificate of CMMI Level
	Total	**30**	

C. Technical Presentation

Sl. No.	Scoring Parameter	Maximum Score
1	Demonstration / Presentation on proposed solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal showcasing Solution Description, Functionality, Architecture & Deployment model	30

	covering below major points: • Clarification in understanding requirements • Detailed approach & methodology for providing the proposed solution • Project Rollout Plan • Live Demo of Proposed Solution Coverage of entire details as per scope of work with value add/proposition so as to ensure a complete effective and efficient solution	
	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 drives 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 non-negotiable

Note:

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

Technical Evaluation Criteria-

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

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

ST = 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 into to.

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

Please note that if, after various rounds of evaluation to shortlist a Bidder in place of defaulting bidder, the Bank does not find any suitable bidder 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 incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds

for the Bank's action.

4.37. Notification of Award

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

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

4.38. Award of Contract

There will be only one vendor.

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

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

The contract period will be commencing from the date of signing of contract and will be valid for 5 years from the date of Go-Live of solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal. THE NAINITAL BANK LTD. reserves the right to extend the contract for further period of two years.

Keeping in view the project commitment, The Nainital Bank Ltd. reserves the right to ask the 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. Moreover, Bank will be informed in advance through written notice of likely event of any takeover/merger/acquisition/transfer of ownership of 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.

Performance Bank Guarantee as per following schedule:

S.no.	Item	Value
1	Instrument	One single Deposit in the form of Bank Guarantee
2	Validity of Performance Bank Guarantee	Bank Guarantee to be submitted along with the duly stamped and signed contract and should be valid for a period of 60 months from the date of Go-Live of solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal. In case there is an extension of contract beyond 60 months, Bidder has to provide the BG for that extended period.
3	Amount	10% of Purchase Order value

4.41. Confidentiality of the Document

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

4.42. Tender Related Condition

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

The Bidder should not be involved in any major litigation/arbitration that may have an impact

of affecting or compromising the delivery of services 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

- The Details of Hardware and Operating System Requirement (Refer Point 7.10 of Bid Submission Format) submitted by the bidder will be considered by the Bank.
  During the technical evaluation of the Bid it is presumed that bidder will propose the optimised Hardware and Software requirements to cater the scope of work.

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 objective of this RFP envisages a Solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal, which includes procurement & Supply, Installation, Implementation, Integration, Maintenance of the software and other components required, along with parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, training, knowledge transfer and support (hereinafter referred to as "solution").

The proposed solution is required to cater the reconciliation of existing channels like ATM (Issuer Only), POS, ECOM, IMPS, UPI (Issuer Only) and should be scalable so as to support Finacle 10.x (or higher version) CBS solution used by Bank. It must be capable to integrate

other Bank's Projects in the future as Bank may go for Up-gradation and integration of other delivery channels and applications like AePS, BBPS, NACH, RTGS, NEFT etc. at a later date.

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.

The bidder is expected to integrate various data sources as per the requirement, and develop all the RBI reports and other identified Reports. For instances where source systems don't exist but the data is required for reconciliation, gaps must be identified and brought into proposed solution through front end screens / excel uploads. However, such gap input through screens / excel uploads are required to be logged with Maker & Checker user id.

The Bidder is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addendum & corrigendum issued thereafter. The bank assumes no responsibility for assumptions made by the Bidder. In the event the proposed solution fails to meet the SLA service levels and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the solution at no additional cost to the bank.

The Bank intends the vendor appointed under the RFP shall have single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

5.1. ETL (Extract, Transform and Load)

The ETL tools proposed should pull the data from the various source systems, clean, align, standardize, transform and load based on the Business rules and requirements as specified by the Bank and mapped to the data model customized for the Bank. It must support mixed workloads, multiple loads and should complete the entire ETL exercise and Reports Generation within the time window and at frequency prescribed by Bank. The expected data source to name a few will be Finacle 10.X and any future version of Finacle, NPCI Files, Switch vendor data etc. The bidder should undertake daily extraction, transformation and subsequent loading in the proposed solution Database from all Data Sources during the contract period. The reports generation must support view/ download in multiple formats like PDF, Excel, Word, Text, etc.

5.2. 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 in proposed solution.

5.3. Data Transformation

The data from the various source systems like Finacle 10.X and any future version of Finacle, NPCI Files, Switch vendor data etc. will be extracted, transformed and loaded into the proposed solution Database in an automatic process without any manual intervention.

5.4. Broad Outlines of Scope of Work

- Reconciliation, Accounting (office accounts), Settlement, Clearance, chargeback etc. of transactions of channels (ATM, POS, ECOM, IMPS and UPI).

- Chargeback Management & Complaint resolution for all the activities of channels (ATM, POS, ECOM, IMPS and UPI) within Turn-Around-Time (TAT) directed by RBI, NPCI etc and other such entities. (The chargeback management will be in accordance with the timelines specified by the regulatory authorities (RBI & NPCI) and other stake-holders from time to time.)

- Interface with Bank's Finacle 10.X CBS, Switch vendor, NPCI, Debit Card Management System and all other such entities required to perform reconciliation and related activities.

- Providing regulatory reports as per present and future requirement of the bank without any extra cost. The reports generation must support view/ download in multiple formats like PDF, Excel, Word, Text, etc.

- Attending to queries, communications and complaints from customers, branches and other offices of the Bank. (Direct customer complaints are logged through Bank's customer care toll free number)

- The bidder should have a well-defined data migration strategy for maintaining all the old data and outstanding entries of different channel transaction (ATM, ECOM, POS, IMPS and UPI), customer complaints and office accounts as on date of GO-Live.

- The Bidder should have the capability of reconciliation of transactions of all delivery

channels (ATM, POS, ECOM, IMPS and UPI), maintenance of office accounts data of different channel transaction (ATM, ECOM, POS, IMPS and UPI) and all other modes of transactions which will be included by the Bank in the future like AePS, BBPS, UDIR, NACH, RTGS, NEFT etc.

- The proposed solution must have capability for implementing and successfully running solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal. Settlement, Clearance volumes as well as transactions related to of ATM, POS, ECOM, IMPS and UPI and other such mediums; taking place through Bank's existing switch vendor or any other Switch that Bank may acquire in future as well as through. NPCI/ MasterCard/ VISA/RUPAY or other such standard interchanges & clearance houses; without any constraints the number of devices, channels and transactions.

- The bidder will be required to undertake reconciliation work of all channels (ATM, POS, ECOM, IMPS and UPI). The solution to be offered should be efficient and capable to handle huge volumes of transactions to be completed within the defined timelines as per established rules and mandates of various interchange networks, switch vendors as well as per guidelines issued from time to time by the regulatory and statutory authorities.

- The Bidder must assure that the maximum turnaround time for reconciliation of any transaction shall be as per NPCI & RBI and make arrangements for reconciliation of the transactions within the given time frame without any exception. In case of above timeline fails it shall be treated as breach of contract and bidder is liable for penalty imposed the by the RBI & NPCI.

- The bidder to ensure no unwarranted, illegal, and fraudulent misuse of data shared by the Bank and Bidder to categorically indemnify the Bank against any losses that the Bank may suffer on account of any such fraudulent and illegal act by the Company or its employees.

- The Solution to be deployed by the bidder should have flexibility and scalability for acceptance of changes in file structure of NPCI, Bank's Switch vendor for implementing in the Solution in a time bound manner. The Bidder should also have

capability to provide Reconciliation Services for any other ATM Switch that Bank may acquire in future.

5.5. <u>RECONCILIATION</u>

The Bidder will manage all digital channels (ATM, POS, ECOM, IMPS and UPI) **multi-way (2-way,3-way & 4-way)** reconciliation work with the proposed software. The proposed solution should be efficient enough to handle current and future volumes of transactions which reconciliation process within time bound schedule as per established rules and mandates of various interchange networks with which the bank has arrangements, with tracking capabilities of each event for each transaction to avoid duplication of the same activity at any level up to the closure of the transaction.

ATM, POS, ECOM, IMPS & UPI Transactions

The proposed solution must carry out the process of reconciliation of all entries by generating reports of matched, unmatched, failed, reversal, partial reversal, suspected, manual entries of:

- Reconciliation and complaint resolution for all
    (a) ATM transactions – OFF- US (Issuer Only)
    (b) POS transactions (including SMS & DMS transactions)
    (c) E-com transactions through debit cards (including SMS & DMS transactions)
    (d) IMPS
    (e) UPI (Issuer Only)

- Perform Reconciliation on RBI & NPCI timeline basis for all digital channels (ATM, POS, ECOM, IMPS and UPI).

- Reconciliation of all Pool/ Settlement accounts.

- Reconciliations of all Transactional (Office) /Suspense/ Sundry accounts.

- Download all files from CBS/Switch/various networks like NPCI etc.

- Seamless integration of the reconciliation solution of the vendor with the Finacle 10.X CBS system.

5.6. <u>Accounting & Reports</u>

- Creation of Interface/Reports for auto-debiting/crediting cardholders account through up loadable data files

- Fees Management - Interchange Fee as well as other charges for debit to cardholder's accounts. (The files may be both in online format and up loadable format.)

- Charge back Management and facilitating reply to card holder's queries on pending cases, placing periodical reports on claims settled as per formats defined by the Bank.

- Regulatory Reports (as per bank's format) must meet both specified and need based present and or future requirements of the Bank.

- The proposed solution to present Reconciliation Reports in consonance with day's transactions, amount interchange fee, remittance sent, balance in respective Settlement account all other Accounts maintained for reconciliation purposes etc.

- Report maintenance for daily, monthly, quarterly and annually compliance and audit purpose for the bank.

- Successful Bidder will ensure taking of and maintenance of the Back-up of data as well as system as per Bank's back up policy. The Successful Bidder will manage backup on end to end basis as per backup policy of the bank.

5.7. <u>Sizing of Hardware and Software</u>

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. The increase in the transaction count will be considered on 25% year on year(YOY) basis

Sr. No.	Transaction Information	Current Transaction Count
1.	Number of Daily POS Transaction	1100
2.	Number of Daily ECOM Transaction	900
3.	Number of Daily ATM Financial Transaction	3500
4.	Number of Daily UPI Financial Transaction	55000
5.	Number of Daily IMPS Financial Transaction	3500
6.	Number of Daily NEFT transaction	6000
7.	Number of Daily RTGS transaction	1000

5.8. Software Lifecycle

Design, Development, Testing, Implementation, Integration, Maintenance and Support of solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal 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.

5.9. Facility Management

The bidder has to provide onsite (Haldwani, Uttarakhand) resources for facility management services from the period commencing from date of execution of Purchase order by both parties till three months from the date of Go-Live (preparation/foundation period) for integration, implementation, support, sustenance phases etc. The Bidder should ensure that the personnel provided to the bank should design and implement the solution according to the highest standards during the implementation phases.

In case the above resources need to be replaced, the Bidder will use all reasonable endeavours to replace such individual(s) promptly by other sufficiently skilled, qualified, and experienced person(s) at no extra cost to the Bank.

Considering the extensive nature of the assignment and the envisaged relationship with the Bidder, any service, which forms a part of facilities management that is not explicitly mentioned in this RFP as excluded would form part of this RFP, and the Bidder is expected to provide the same at no additional costs to the Bank. The Bidder has to envisage all necessary services to be provided and ensure the same is delivered to the Bank. The Bank

will not accept any plea of the Bidder at a later date for omission of critical services on the pretext that the same was not explicitly mentioned in the RFP

5.10. 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. The tentative number of persons to be trained will be a maximum of 20 and they may be split into batches for training for the whole period of TCO as per Bank's requirement. 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. The training for the first batch should be completed before go-live date and for the remaining batches Bank will decide the schedule after confirming with the bidder. The bidder should provide the same without any extra cost.

5.11. Manuals/ documentation

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

5.12. Web Portal

The proposed solution should allow the users to build and generate ad hoc reports / data based on the aggregated and granular data. This Portal should enable users to run / view/ download the reports in various formats such as excel, pdf, csv, text, etc. The Web Portal should be device and browser compatible and should be accessible through Desktops/Web. History of report generation should also be made available in the portal. 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.

5.13. General Aspects in Scope

The selected bidder should provide required software and licenses, if any, including implementation / execution of the same within the stipulated time period.

a. The proposed 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.

b. The proposed solution 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.

c. 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.

d. 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.

e. 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 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).

f. The successful bidder should take care of all aspects of installation on existing or new setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis.

g. Bidder should sign the Service Level Agreement (SLA) based services and SLA tracking system for maintaining operational workflow.

h. The scope of the services is to be provided for the project duration initial for 5 years with an option to the Bank to exit after 90 days' notice (Services will be deemed to have been implemented from the Go-Live date i.e. from the date when bank decides to live the software for the end users).

i. Time, being an essential feature of the contract, the selected bidder is expected to successfully implement the solution proposed within 2 weeks from the date of acceptance of Purchase Order.

j. 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/up gradation/patch management.

k. Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Security audit on quarterly 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.

l. The successful bidder has to meet the requirement of Audit/VAPT/CISO before going Live since approval of Audit/VAPT/CISO is mandatory.

m. The successful 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.

n. 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.

o. Bidder will provide Application interface architecture for application.

p. Bidder will ensure Audit trails should be enabled for application server.

q. Bidder will ensure secure code review post major/critical changes to the application/software

r. Bidder will provide Architecture interface design

s. Bidder will provide Source code audit certificate.

t. 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);

    b. 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.

5.14. 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 ETLs, 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 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.

5.15. Project Deliverables

The following would be the deliverables that would be required to be submitted during project implementation phases.

Phase	Project Specific Deliverables
Requirements and Analysis	Project Charter, Project Architecture and Project Plan. As Is report and Gap Assessment Report. Business Requirement (BR) Document. Functional Specification Document. Change Management Plan. Risk and Quality management plan.
Design	ETL framework design. Detailed design document for Reports (UI). Data Modelling. Test plan. Data mapping between source and target. Roles and Responsibility of deployed team members.
Build	Install software and configure software. Application coding (ETL, Database and reports). Test cases for Unit testing. Test cases for Integration testing. Test cases for user acceptance testing. Application demonstrations. Configuration guide.
GO Live Stage	Deployment of solution on DC. Production deployment guide. Provide standard operating procedure document to the users. Exact replica of the solution to be deployed for Disaster Recovery (DR) site. Disaster Recovery Plan. Weekly Progress Report. Final Go Live.
Post Go-Live	Production support guide. SOP for all functionalities of the Solution. Training to users as per Bank's requirement along with Training materials. Knowledge Transition to Support team, Fix defects identified during warranty period Business Continuity Plan (BCP) & Escalation Matrix.
ATS	Annual Maintenance Contract with on-site support for 4 years after expiry of 1-year warranty period.

5.16. Quality Assurance

Quality assurance program to be followed for the execution of the contract will be as under:

- The secure SDLC process shall be adopted for configuration customization and the software in line with PCI DSS by adoptions.

- Whenever major enhancements are carried out they should be done after vulnerability Assessment on Applications.

- **UAT**: Both operational staff of the Successful Bidder and users of the Bank shall test the System and ensure that the same meets the agreed specification before it is transferred to production. Test criteria shall be developed and agreed prior to commencement of User Acceptance Test. Errors shall be documented and rectified.

A set of Support and Maintenance procedures shall be implemented and maintained as follows:

- **Compliance of Service Level Agreement**: To monitor the performance operational activities on periodical basis.

- **Issue Management**: To record all day to day operational issues for timely resolution.

- **Change Management**: To record all new requirements to track changes and configuration of system and to ensure that changes are made in a secured manner.

- **Incident Management**: To record all incidents and escalate to respective teams based on escalation matrix to do root cause analysis for corrective action.

- **Log Management**: To log and track all operational activities to prevent security flaws.

- **Project Management**: To establish a steering committee to guide the project and resolve issues and disputes between Successful Bidder and Bank.

The Successful Bidder shall conduct an Annual Onsite Audit of its Systems & Personnel with regard to SLA conformance.

5.17. Implementation scope

- Data integration from multiple operational source systems.

- Implement security policy for data to be displayed on reports.

- Exact replica of the solution to be deployed on bank's Disaster Recovery (DR) site.

- The bidder would provide the sizing of the Hardware, OS, Database, any other components required for implementation of the project.

5.18. <u>Detail Design</u>

- Install proposed software solution and configure servers in Production environments and DR.

- Implement Designed Solution.

- Develop Unit, Integration and User Acceptance Test cases. Bidder will perform Unit testing, SIT testing and fix any defects found during testing.

- Historical data migration for compatibility with new solution. Data backup shall be done as per data backup and retention policy of the Bank.

5.19. <u>Technical and Functional Specifications</u>

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.	5
C	Customization required. Vendor will provide the customization with the stipulated date of the phased rollout	3
N	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. It should have web based interface.		
1.2	The web-based Admin module shall support Users/ Groups/ Role definition and set password expiries.		
1.3	Solution should provide fail-over, back-up and recovery capabilities.		
1.4	The communication between servers, database, browsers and other systems should be encrypted.		
1.5	The proposed solution has to support secured communication, transaction processing, uploading/downloading of transactions/ through online mode, generation of printed acknowledgement for success and failed transactions, generation of Audit trial for all financial and non-financial transactions		
1.6	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 CBS (Finacle 10.X), Switch vendor & NPCI as per RBI and NPCI guidelines.		
1.7	Application portal should be SSL secured and should have logs and audit trails, Access Control List and other security features.		
1.8	The solution should be capable of generating various regulatory reports as per bank requirement as and when required (Bank will share the format of such reports).		
1.9	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.		
1.10	The solution should meet the overall guidelines & / or standards issued by RBI & NPCI etc. for implementation of Reconciliation & dispute management and should continue to comply with any new initiatives/amendments/changes made to these standards by the above referred authorities.		
1.11	The system should support multi-server deployment for scalability, load balancing and fault-tolerance.		
1.12	Seamless Integration - The application software should be installed in DC & DR Setup. During Bank's DR Drill period, the application should work in DR.		
2.	**Functional Specifications**		
	Proposed Solution should have following functions:		
2.1	Perform Reconciliation within the stipulated timelines as defined by RBI & NPCI for all digital channels (ATM, POS, ECOM, IMPS and UPI).		
2.2	Dispute Management & Customer complaint redressal for all the activities of channels (ATM, POS, ECOM, IMPS and UPI) within Turn-Around-Time (TAT) directed by RBI,NPCI etc.		
2.3	Reconciliation of all settlement accounts ,transactional accounts, suspense accounts and sundry of channels (ATM, POS, ECOM, IMPS and UPI)		
2.4	The proposed solution to present Reconciliation Reports in consonance with day's transactions, amount interchange fee, remittance sent, balance in respective Settlement account all other Accounts maintained for reconciliation purposes etc.		
2.5	Report maintenance for daily, monthly, quarterly and annually compliance and audit purpose for the bank.		
2.6	Solution should produce detail audit trail including but not limited to user id, computer, IP address, resource being accessed with URLs, timestamp, login time, etc.		
2.7	Solution should be able to produce various event based reports		

	such logins, unsuccessful logins etc.			
2.8	Application should meet all requirements / guidelines / modification of Statutory / Regulatory / Others.			
2.9	Automated Process should be available in the application through which drill down or drill through can be done on reports.			
2.10	Provide assistance to the Bank staff through a robust web based system to provide immediate and timely Handholding and support on technical and domain issues.			
2.11	Bidder shall comply with the Banks internal audit (including IS Audit) requirement as well as third party external auditors for conducting periodical audit.			
2.12	Solution should be able to generate ad-hoc reports as and when required by the Bank.			
2.13	The solution should generate reports in various file formats such as CSV; excel, word, PDF, XML, JSON, etc. The system should also be able to accept imports of data from other formats.			
2.14	The solution shall support optimization mechanism, server replication to handle large volume of transactions under high load.			
2.15	The web-based Admin module shall provide facility to take complete and incremental backups and shall be able to integrate with third party backup solutions.			

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 -12- weeks 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 Majeure**: Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.

- **Indemnity:** The bidder assumes responsibility for and shall indemnify and keep the Bank from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order.

Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and

paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

- **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, Haldwani, 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(5) years from the date of Go-Live of solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal. The contract is extendable further for two(2) years solely at the option of Bank.

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

During extended period of two years if deemed appropriate (THE NAINITAL BANK LTD. reserve right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for 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 5th 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. Termination of the Contract

The process of Termination of Contract may be initiated on following grounds:

- The Successful Bidder fails to execute the work or any part thereof in accordance with the contract.

- If abandonment of the work or any part thereof by the Successful Bidder.

- If the progress made by the Successful Bidder is found to be unsatisfactory.

- Failure to deposit the performance bank guarantee asked for under the contract.

- In the event of commencement of liquidation or winding-up (whether voluntary or compulsory) of the Successful Bidder or appointment of a receiver or manager of any of the Successful Bidder's assets and/or insolvency of the Successful Bidder.

- Distress, execution, or other legal processes being levied on or upon any of the Successful Bidder's goods and / or assets.

- If the Successful Bidder shall assign or attempt to assign his interest or any part thereof in the contract.

- Delay in operationalizing /customizing the service beyond the specified period; or

- Serious discrepancies in Reconciliation work, or

- Any other reason which in the judgment of Bank does warrants termination of contract proceedings.

- If the bidder is unable to improve services/performance to the satisfaction of the Bank within the notice period, the contract may be terminated after completion of the notice period. Upon termination of the contract, Bank may recover losses incurred by it if any on account of non-performance by the Bidder by invocation of and from the proceeds of Performance Bank Guarantee submitted by the bidder. Without prejudice to available remedies, in case, the amount of Performance Bank Guarantee is not sufficient to meet the recoverable amount,

then the Bank shall recover the same through arbitration/ other options available to the Bank.

- Under Termination of the Agreement / during shifting of the services to a new agency, the Successful Bidder shall continue to provide services and extend the necessary help smooth switch over and necessary training to Bank staff.

- If the Successful Bidder wants to terminate the Agreement at least six months' notice will be required in advance, failing which Bank guarantee would be invoked. The Successful Bidder would be liable for any cost/damages the Bank incurs/suffers on account of such action on the part of the Successful Bidder.

- If the Agreement is terminated by the Bank, the Bank would be entitled to enforce the Bank Guarantee and Bank shall also be entitled to get back the infrastructure & hardware provided by the Bank if any after settling Successful Bidder's dues in full, any termination of the contract from the bank's side may also be accompanied by a de-facto blacklisting of the vendor.

6.3. EXIT MANAGEMENT:

In event of termination and/or completion of term of the agreement, the following points will have to be followed before final termination of services, provided the Bank invokes the exit management clause in writing:

● The Service Provider shall not immediately delete any data and cease to provide the services to the Bank without the express approval of the Bank.

● The Service Provider shall provide the Bank or its nominated agency with an exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying transitioning services.

● Transition of data from existing solution provided by Service Provider to the solution provided by new Service Provider. Service Provider shall be supporting in transition to new service provider and extra scope shall be taken as change request by service provider on chargeable basis on a mutual agreeable rates.

● Migration from the Service Provider environment to the new service provider's environment. This activity shall be taken as change request by Service Provider on chargeable basis on a mutual agreeable rate.

- In case the service provider terminates the agreement prior to the completion of term OR service provider decides to provide services from new environment / location during contract period. In such circumstances the Bank shall not be liable to pay any charges towards such transition / migration activities.

- Service Provider shall carry out the migration of the data, content and any other asset to the new environment identified by the Bank to enable successful deployment and running of the services desired by the Bank in the new environment. The format/manner in which the data shall be transmitted from the Service Provider software solution to the new environment, if possible, shall be identified by the Bank to ease and enhance portability. This activity shall be taken as change request by Service Provider on chargeable basis on mutual agreeable rates.

- Service Provider shall ensure that all the documentation required by the Bank for smooth transition are kept up to date and all such documentation is handed over to the Bank during regular intervals as well as during the exit management process.

- Service Provider shall transfer the Physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords and instructions for use and operation of security controls developed during the term to support the delivery of the Exit Management Services.

- Service Provider shall carry out following key activities including but not limited to, as part of the knowledge transfer:

  a. Preparing documents to explain design and characteristics

  b. Carrying out joint operations of key activities or services

  c. Briefing sessions on processes and documenting processes

  d. Sharing the logs, etc.

- Service Provider shall transfer/ share know-how relating to operation and maintenance of the service, solution, software etc.

- Each Party shall forthwith handover all the Confidential Information, documents, statements, reports, and all other related material of the other Party in its possession to an authorized official of the other Party

- Bank will not pay anything for the migration of services and data to Service Provider's nominated agency.

- Post successful migration of services and data to Bank's duly nominated agency, Service Provider will provide a duly signed certificate that entire Bank's data has been deleted

from its systems and it is not in possession of any data and information pertaining to Bank. Without prejudice to any other right under the law and otherwise, please note that the Bank will not provide sign-off to the Service Provider without receiving this certificate.

- Post sign-off provided by Bank for successful migration of services and data to its duly nominated agency the Parties shall immediately cease to represent each other or operate under the Agreements and not hold itself in any way as the representative of the other Party and refrain from any action that would or may indicate any other relationship.

6.4. Security and Audit

- The process and solution for Reconciliation deployed by the Successful Bidder will be installed in the Bank's premises/network and has to abide by the information security policy, procedure and guidelines.
- The process & solution will be subject to audit by Bank appointed Software Audit firm/in house team. All audit points raised by the Audit team should be complied with by the selected bidder without any extra charge and within the stipulated time frame decided between the Bank and the successful bidder.
- Successful Bidder may have to get them processes audited by independent auditors if so asked by Bank/ Bank's Auditors; cost of which will be borne by the bidder.

6.5. 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.

6.6. Payment Terms

Payment shall be made at the costs finalized through this RFP per Financial Transaction (excluding non-financial transactions like balance enquiry, PIN change etc and system reversal transactions etc) subject to deduction of penalties. Applicable taxes within the Contract period shall be paid extra by the Bank

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

6.7. <u>**Payment Schedule**</u>

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 solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal 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 quarterly in advance on successful GO-LIVE of the solution, after deduction of penalties (if any) of the preceding quarter.

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.

6.8. Service Level Agreement

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

- The scope of the RFP and any amendment done in the RFP before submission of the bid.
- The 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.
- Bidder should provide facility of call (issue) logging through telephone, e-mail, web portal, etc, along with details furnished by the bank for any issue to the Onsite Facility Management.
- The Bidder must provide performance reports to the Bank at quarterly intervals which will be used by Bank for determining the penalty.
- The bidder must submit call wise details to Bank monthly during SIT, UAT before GO-LIVE and any issue raised thereafter.
- SLA will be based on the resolution time of the issues raised by the Bank during SIT, UAT phases before GO-LIVE and any issue raised as detailed below:

Parameter	Duration for resolution	Penalty
"Resolution Time", means time taken by the vendor staff to troubleshoot and fix the problem from the time the issue has been raised by the Bank till the time the problem has been fixed	<= 24 hours	No penalty
	> 24 hours	Rs.1000 for every 24 hours of delay on an incremental basis for every unresolved issue

- Penalty for Non-Availability of deployed onsite support: The Bidder has to deploy onsite support during SIT, UAT, till 3 months from the date of Go-Live. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. During such permitted period of leave, the bidder will ensure that work is not hampered i.e. the issues raised by Bank are resolved within the time period as mentioned in pt. above. However, if the issue remains unresolved then Bank reserves the right to levy a penalty of Rs. 1500/- per day of absence of deployed resource in addition to the penalty if applicable as above.

- The changes made in the solution during AMC Period against Change Requests should be completed within the quoted timeframe with quality. Penalty will be deducted @ 1% for each day of non-completion beyond the quoted timeframe of cost quoted for the same Change Request, with a maximum up of 30% of total cost quoted for the same Change Request.

- Any penalties due to non-adherence of the above SLA before GO-LIVE will be made in the next payment of implementation & integration cost.

- Any penalties due to non-adherence of the above SLA after GO-LIVE will be made in the next payment of AMC of next quarter.

- The Bidder would be responsible for ensuring that the exercise is as per the Implementation plan. In case the Bidder fails to commission the software/ solution on time, then the Bidder would need to make alternative arrangements at no extra cost to the Bank.

6.9. PENALTY:

The critical performance parameters shall be tracked on a regular basis to evaluate the Solution's performance. Performance measurement reports (system generated) on a monthly basis or at a frequency as desired by Bank shall be provided by the Bidder. The Bidder will assist Bank for performing Availability & Performance measurements and / or checking the correctness of the said report. Penalty would be levied if the cumulative additional time / over utilization / delay, etc. under each specified measurement category, in a particular month or at a frequency as desired by Bank breaches the minimum service level. Service Level shall be measured before and after Go Live Date till completion of contract period. Service Levels shall be reviewed at least once every month during the period of contract and may be added/ deleted/ changed by Bank as a result of such review or any new business/ IT Services requirements.

Penalties if any, as defined in SLA, shall be adjusted in the payment of a quarter AMC. Balance penalties, if any, shall be levied in the payment for the subsequent quarter

7. Section V – Bid Submission Format

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) a) Landline b) Mobile	
10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	
13.	Details of NEFT/RTGS transaction details (if Application Money and EMD are credited to Bank through electronic mode)	
14.	Details of account wherein the EMD amount is to be returned if the EMD is sent through NEFT / RTGS.	The following details are to be submitted: Account Name – Account Number – IFSC Code – Bank Name - Branch Name -

Financial Details (as per audited Balance Sheets) (in Cr)

	Year	**2019-2020**	**2020-2021**	**2021-2022**
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……………………………. dated …………………..,for solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal project.

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 providing/ 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 2 years) as per terms and conditions of the RFP.

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

Dated this…………………………………..by ……………………..20

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)

<u>Undertaking by OEM as Bidder</u>

(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……………………………. dated ………………….,   for Supply, Implementation, Integration and Maintenance of solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal project.

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

Yours faithfully,

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

7.4. Declaration for Non-Blacklisting

<u>UNDERTAKING FOR NON- BLACKLISTED</u>

<u>To be provided on letter head of the Bidder's Company</u>

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

Madam/Dear Sir,

<u>Reg.: RFP Reference No:</u> NTB/IT/RECON/2022/09/013

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

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

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

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/IT/RECON/2022/09/013

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/IT/RECON/2022/09/013

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

<u>To be provided on letter head of the Bidder's Company</u>

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

Madam/Sir,

<u>Reg.: RFP Reference No:</u> NTB/IT/RECON/2022/09/013

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

<u>To be provided on letter head of the Bidder's Company</u>

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

Madam/Sir,

<u>Reg.: RFP Reference No: NTB/IT/RECON/2022/09/013</u>

Further to our proposal dated ……………………………, in response to the Request for Proposal (Bank's RFP Ref. No **NTB/IT/RECON/2022/09/013** 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 solution for Management & Processing of Reconciliation of digital channels transactions, Dispute Management & Customer Complaint Redressal project

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	Other Cost (If Any, please specify)	
4	Annual AMC/ATS Charges on per annum basis	
	GRAND TOTAL OF PROPOSED SOLUTION in INR (Excluding GST/Other taxes)	

The cost of Resource to be indicated in table below, for Bank's Reference. However, the said cost will not be considered while commercial evaluation:

Sr. No.	Personnel Designation	Cost Per Month
1	L1	
2	L2	
3	L3	
4	Any Other	

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
Email and Phone #

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.	Storage and Backup Solution			
5.	Reporting Application(If Any)			
6.	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---