



Request For Proposal

for

Selection of bidder L1 & L2 for - End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 & higher versions, Finacle Alerts Solution ver. 10.5.02 & higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 & higher versions, and Finacle Treasury Solution ver. 11.13.0.8 & higher versions

CUSTOMIZATION DEPARTMENT (CDO VERTICAL)

HEAD OFFICE

NAINITAL

The Nainital Bank Limited

16th April 2024

RFP Reference No- NTB/IT/SS/2024/04/017

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List of Abbreviations

Acronym	Full Form
AMC	Annual Maintenance Contract
BG	Bank Guarantee
CBS	Core Banking Solution
DC	Data Centre
DD / PO	Demand Draft / Pay Order
DR	Disaster Recovery
EOD	End of Day
BOD	Begin of Day
EMD	Earnest Money Deposit
IT	Information Technology
JSON	JavaScript Object Notation
LoI	Letter of Intent
MIS	Management Information Systems
NDA	Non-Disclosure Agreement
OEM	Original Equipment Manufacturer
OSD	Original Software Developer
PBG	Performance Bank Guarantee
PO	Purchase Order
RBI	Reserve Bank of India
RFP	Request for Proposal
SLA	Service Level Agreement
TCO	Total cost to Ownership
TO	Technical Offer
XML	Extensible Markup Language
TS	Marks obtained for Technical Proposal

1. Section I – Invitation to Bid

RFP No. NTB/IT/SS/2024/04/017
The Nainital Bank Ltd.
Head Office,
Seven Oaks Building,
Mallital, Nainital, Uttarakhand - 263001

Dated: 16/04/2024

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 “Request for Proposal for Selection of bidder L1 & L2 for -End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 & higher versions, Finacle Alerts Solution ver. 10.5.02 & higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 & higher versions, and Finacle Treasury Solution ver. 11.13.0.8 & higher versions ”.

Scope of Work	Request for Proposal for Selection of bidder L1 & L2 for - End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 & higher versions, Finacle Alerts Solution ver. 10.5.02 & higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 & higher versions, and Finacle Treasury Solution ver. 11.13.0.8 & higher versions	
Application Money	Rs. 5,000/- (Rupees Five Thousand Only)	Application money has to be deposited as DD/PO/NEFT* at the time of submission of Bid.
EMD (Earnest Money Deposit) to be submitted	Rs. 1,00,000/- (Rupees One Lakhs Only)	Earnest Money Deposit (EMD) submitted in the form of DD/PO /NEFT for 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.
Date of issue of RFP	16/04/2024	
Last date and time of submission of Bids	06/05/2024 (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 and Bank Guarantee should be made in favour of The Nainital Bank Ltd. and DD/PO be made Payable at Delhi.**

**RFP Coordinator – Alok Sah
Senior Manager IT**

Contact No – 9927199959 e-mail – customization@nainitalbank.co.in

1.1. Document Control Sheet

RFP Reference No.	NTB/IT/SS/2024/04/017
Name of Organization	THE NAINITAL BANK LIMITED
RFP Type (Open/Limited/EOI/Auction/Single)	OPEN
RFP Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy / Empanelment/Sell)	Work/Service
Technical Evaluation (Yes/No)	Yes
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Offline
RFP Issuance Date	16/04/2024
RFP Coordinator	RFP Coordinator – Alok Sah, Senior Manager IT, Contact No – 9927199959 e-mail – customization@nainitalbank.co.in
Last date of receiving written request for clarifications before the pre-bid meeting	1600 hrs on 06/05/2024 - mail to customization@nainitalbank.co.in
Pre-bid meeting	<ul style="list-style-type: none"> • Pre bid meeting will be held through online mode on 22/04/2024 between 03:30 PM and 5:30 PM. • Bidder to submit the names of -2- authorized officials/persons (Maximum) along with their contact numbers, designations and e-mail IDs on customization@nainitalbank.co.in by 1300 Hrs on 20/04/2024 along with clarification sought (if any) in a prescribed format mentioned at point 3.8. • Invitation link of the meeting will be sent by the Bank to email IDs (max 2) of authorized officials/persons of the bidder to join the Online Pre-bid Meeting as per the schedule mentioned

	<p>above.</p> <ul style="list-style-type: none"> • 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.
<p>Last date of submission of RFP response (Closing date) And address for submission of Bid</p>	<p>1600 Hrs. on 06/05/2024 at The Nainital Bank Ltd., Customization Department (CDO Vertical), Head Office, Seven Oaks Building Mallital, Nainital, Uttarakhand – 263001</p>
<p>Mode of Submission of Bid</p>	<p>The Bidder shall send the Bid Envelope through Courier / Registered Post / Speed Post at The Nainital Bank Ltd., Customization Department (CDO Vertical), Head Office, Seven Oaks Building Mallital, Nainital, Uttarakhand – 263001 on or before 1600 Hrs on 06/05/2024 (Bid Submission Date) . The date on dispatch of Courier / Registered Post / Speed Post receipt should be on or before revised last date of bid submission. The receipt of Courier / Registered Post / Speed Post for tracking purpose should be sent on email id of RFP Coordinator mentioned in Document Control Sheet. However, if the said Bid Envelope sent through Courier / Registered Post / Speed Post is lost in transit or is not delivered within 7 days from revised last date of bid submission in such circumstances the Bank shall not be liable, whatsoever, due such misplacement or non-delivery of said bid envelope. Further, the Bidder, whose bid envelope is lost in transit, misplaced in transit or is undelivered within 7 days from revised last date of bid submission cannot resubmit his bid on the pretext of lost in transit, misplacement or non-delivery of the Bid envelope..</p>

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/RFP)	RFP
Multiple Technical Annexure(s)	Yes
Quoting for all Technical Annexures is compulsory	Yes
Application money*	Application Money of Rs. 5000/- (Rupees Five Thousand Only) has to be deposited as DD / PO / NEFT at the time of Bid submission. The NEFT should be sent on or before last date of Bid submission as per account details mentioned below: Account Name - PAY-RECEIPT SUSPENSE A/C Account Number - 999420920000025 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital
Bid Security (Earnest Money Deposit)	EMD of Rs.1,00,000/- (Rupees One Lakh Only) * Submitted in the form of DD/PO/NEFT or Bank Guarantee which should be valid for a period of -6-(six) months from last date for bid submission date. EMD to be deposited along with the bid. The NEFT should be sent on or before revised last date of Bid submission as per account details mentioned below: Account Name - PAY-RECEIPT SUSPENSE A/C Account Number - 999420920000025 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital
Bid Validity days	180 days from the last date for submission of bid.
Location for Submission of Bid	The Nainital Bank Ltd., Customization Department (CDO)

	Vertical), Head Office, Seven Oaks Building Mallital, Nainital, Uttarakhand – 263001
Validity of Contract	1 year initially from the date of signing of contract/agreement, extendable for a period of 3 years solely at the discretion of the Bank.
Address for Communication	Mr. Gaurava Kumar Sharma Chief Digital Officer & Associate Vice President – IT The Nainital Bank Ltd. Head Office, Seven Oaks Building Mallital, Nainital, Uttarakhand - 263001

* MSEs (Micro and Small Enterprise (MSE) are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence. For MSEs Government of India provisions shall be considered while evaluating the RFP. (Please refer Pt. 3.6 of this RFP document for detailing the MSE clause)

2. DISCLAIMER

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

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

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

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

3. Section II: Instructions for Bid Submission

3.1. Executive summary of the project

The Nainital Bank Limited was established in the year 1922 with the objective to cater 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 171 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 document envisages the Selection of bidder for L1 & L2 for End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 & higher versions, Finacle Alerts Solution ver. 10.5.02 & higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 & higher versions, and Finacle Treasury Solution ver. 11.13.0.8 & higher versions

The broad scope of work for Selection of bidder for L1 & L2 for End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 & higher versions, Finacle Alerts Solution* ver. 10.5.02 & higher versions, Finacle e-Banking Solution* (Retail and Corporate) ver. 11.5 & higher versions, and Finacle Treasury Solution* ver. 11.13.0.8 & higher versions is given in the 'Scope of work' section, wherein the shortlisted bidder have to provide necessary services to the Bank.

*Ad hoc L2 support will be provided by the bidder as and when required by the functional team. The payment of the ad hoc support on rate card basis will be done according to the man days' efforts of the task performed by the Ad hoc L2 offsite support resource.

The Nainital Bank Ltd has operationalized/will operationalize Finacle 10.x CBS application across its existing/upcoming branches/ offices wherein the below applications are implemented as on date:

1. Finacle Core ver. 10.2.25*
2. Finacle e-Banking (Retail and Corporate) ver. 11.5*
3. Finacle Treasury ver. 11.13.0.8*
4. Finacle Alerts Solution ver. 10.5.02*

*higher versions will be operationalized as and when released.

Accordingly, Bank invites technical and commercial proposals from interested eligible bidders for below activities related to above applications:

1. Onsite L1 support services for Finacle application support.
2. Onsite L2 support services for Finacle application support, End of Day (EOD)/ Begin of Day (BOD) support services, backend services.
3. Onsite L2 support services for Infrastructure, Finacle services, housekeeping, C24 support to run and manage the above applications seamlessly.

4. Onsite L2 resource to manage C24 channels (ATM, ECM, POS, UPI), mobile banking services and handle techno-customer complaints.
5. Offsite L2 Ad hoc support for Finacle Treasury, E-banking services, Finacle Alerts Solution

The shortlisted bidder shall be engaged initially for a period of one-year (further extendable for an additional period of 3 years' subject to annual performance review for meeting of the requirements as per agreed SLA).

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

1. Finacle Core ver. 10.2.25:

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

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

Module	Sub-modules	Retail	Corporate
Base Application	Bank Administration, Operations & Relationship Management	✓	✓
	Users Management	✓	✓
	Mails Management	✓	✓
	Account Management	✓	✓
	Transaction Management	✓	✓
Account Management	Operative Accounts (CA & SA)	✓	✓
	Deposit Accounts (TDA & TUA)	✓	✓
	Loan Accounts	✓	✓
Transaction Management	Counterparty Management	✓	✓
	Funds Transfer (Self)	✓	✓
	Funds Transfer (Third Party within Bank)	✓	✓
	Funds Transfer (NEFT, RTGS)	✓	✓

Self Service	Service Requests	✓	✓
	Online Registrations	✓	✓
	Functional Audit & Inquiry	✓	✓
	Corporate Self Admin	✓	✓
	Forgot Password	✓	✓
	Limit Personalization	✓	✓
	Two Factor Authentication	✓	✓

3. Finacle Treasury ver. 11.13.0.8

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

4. Finacle Alerts Solution ver. 10.5.02: Finacle Alerts Solution is integrated with Finacle Core, e-Banking (Retail and Corporate), Treasury. The list of Alerts supported by Finacle Alerts solution will be shared with the selected bidder.

This is an end to end service and all the items required for providing the necessary support / services should be considered by the bidder, even if the same is not explicitly mentioned in this RFP document.

3.2. Preparation of Bids

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

Please go through the 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.

3.3. Submission of Bids

The bidder shall submit all Pre-qualification documents in an envelope which will be marked as *“Envelope No. 1: L1 & L2 Support for Finacle Applications - Pre-qualification envelope”*.

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

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 No. 2**) must be submitted to the Bank and addressed as *“Envelope No. 2: L1 & L2 Support for Finacle Applications – Technical bid envelope”*.

The bidder shall submit all documents containing commercial bids (Refer Section V Point 6.7 - Commercial Bid Format) in an envelope which will be marked as *“Envelope No. 3: L1 & L2 Support for Finacle Applications – Commercial bid envelope”*.

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

The address of The Nainital Bank Ltd., name and address of the bidder and the RFP Reference Number shall be marked on the envelopes. The envelopes shall also be marked with a sentence *“NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”*. If the envelopes are not marked as specified above, THE NAINITAL BANK LTD. will not assume any responsibility for its misplacement, pre-mature opening, etc.

The Bidder shall send the Bid Envelopes through Courier / Registered Post / Speed Post or deposit the Bid envelopes in person in the RFP box kept for this purpose at The Nainital Bank Ltd., Customization Department (CDO Vertical), Head Office, Seven Oaks building, Mallital, Nainital, Uttarakhand – 263001 on or before 1600 Hrs 06/05/2024 (Bid Submission Date).

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

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

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

3.4. Assistance to Bidders

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

3.5. Cost to Bid

The Bidder shall bear all costs associated with the preparation and submission of 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 RFP process.

3.6. Micro and Small Enterprise (MSE)

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

- i. MSEs are exempted from paying the application money and Bid security amount for which the concerned enterprise needs to provide necessary documentary evidence issued by NSIC (National Small Industries Corporation). For MSEs Government of India provisions shall be considered while evaluating the tender/RFP. Bids received without EMD, tender/RFP cost (application money), and Fees for proposed solution features from Bidders not having valid NSIC (National Small Industries Corporation) registered documents for exemption will not be considered.
- ii. To qualify for EMD, Tender/RFP Fee / Cost (application fee), and Fees for proposed solution features exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender/RFP documents. MSE firms who are in the process of obtaining registration will not be considered for EMD, Tender/RFP Fee / Cost (application fee), and Fees for proposed solution features exemption.
- iii. MSE Bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. Bids received without EMD for Bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the Bidder under any circumstance.

3.7. Contents of the RFP Document

The RFP Document is divided into following sections:

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

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

3.8. Clarification on RFP Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, through email, at the Bank's e-mail address i.e. customization@nainitalbank.co.in and as per schedule indicated under **point no. 1.1 of Section I – Invitation for Bids**. The queries must be submitted in the following format (in Excel file, *.xls) shall only be considered for clarification:

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

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

3.10. Language of Bids

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

3.11. Documents Comprising the Bids

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

1. Envelope 1 -Pre Qualification envelope

The Pre-qualification envelope, besides the other requirements of the RFP, shall comprise of the following: (The envelope should be marked as “*Envelope No. 1: L1 & L2 Support for Finacle Applications - Pre-qualification envelope*”)

- Index
- Bid Submission Cover Letter
- Bidder’s Profile to be submitted in format mentioned at Section V Point 6.1:
The Bidder’s Profile shall be limited to a maximum of five pages and shall summarize the content of the response. The Bidder’s Profile shall initially provide an overview of Bidder's organization and position with regards to Proposed professional services in Banking Sector. A summary of the Bidder's services that will be provided under this RFP shall follow. A brief description of the unique qualifications of the Bidder. Information provided in the Bidder’s Profile is to be presented in a clear and concise manner.
- Application Money in form of DD/PO in original or details of NEFT 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/SS/2024/04/017” by Bid submission end date as mentioned in Section 1 – Invitation of Bids (or) details of 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 or latest Board Resolution (in case of company) authorizing the Principal Officer / Authorized representative to submit and duly sign the bid. The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.
- Declaration for Non-Blacklisting to be submitted in format mentioned at Section V Point 6.2
- Undertaking of Information security to be submitted in format mentioned at Section V Point 6.3
- Undertaking by the Bidder to be submitted in format mentioned at Section V Point 6.4
- Undertaking for Price Validity & Acceptance of all terms and conditions of RFP at Section V Point 6.5
- Undertaking for No Deviation Section V Point 6.6

- Non-Disclosure Confidentiality Agreement Section V Point 6.8
- Integrity Pact Section V Point 6.9

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

The Technical Bid, besides the other requirements of the RFP, shall comprise of the following: (The envelope should be marked as “*Envelope No. 2: L1 & L2 Support for Finacle Applications – Technical bid envelope*”)

- Index
- Technical Bid Letter
- Technical / Functional Specifications (Refer Section III point 4 of Detailed Scope of work)
- Proof of Concept / Walk through, along with Presentation for the resource deployment plan, support officials (Refer Point 3.33 Technical Presentation of Evaluation of Technical Bids)
- Detailed approach & methodology for providing the proposed service
- Resource Deployment Plan
- Supporting documents as required in technical score sheet
- All documents including Power point presentation, 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.
- Undertaking by the Bidder to be submitted in format mentioned at Section V Point 6.4

3. **Envelope 3 - Commercial Bid envelope**

The Commercial Bid, besides the other requirements of the RFP, shall comprise of the following: (The envelope should be marked as “*Envelope No. 3: L1 & L2 Support for Finacle Applications – Commercial bid envelope*”)

- Index
- Commercial Bid
- Commercial Bid Letter
- Breakdown of Cost Components
- A standard format for submission of commercial bids has been provided with the RFP 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 Point 6.7 (Commercial Bid Format) and submission in any other format will lead to rejection of the bid

3.12. **Bid Prices**

The Bidder shall indicate in the pro forma prescribed in Section V Point 6.7 (Commercial Bid Format), the total Bid Prices of the services 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 (as indicated in Section III Detailed 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.

3.13. 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.

3.14. Bidder Qualification

The "Bidder" as used in the RFP Documents shall mean the one who has signed the RFP 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 Officer.

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

The authorization shall be indicated by **written power-of-attorney** or latest Board Resolution in case of company authorizing the Principal Officer / Authorized representative accompanying the bid.

The power of attorney and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

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

3.15. Earnest Money Deposit (EMD)

The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount Rs. 1,00,000/- (Rupees One Lakh Only) as per details in the Document Control Sheet as a security. The EMD is required to protect the Bank against the risk of Bidder's conduct which would warrant the security's forfeiture.

The EMD must be submitted, in form of DD/PO or Bank Guarantee valid for a period of -6-months from the last date of bid submission, of any Scheduled Commercial Bank (except of the

Nainital Bank Ltd.) favouring The Nainital Bank Ltd. In case the EMD is sent through NEFT, such details are to be submitted as mentioned at Section V point 6.1 (13)

In case of bidders being an MSE under registration of any scheme of Ministry of MSE, they are exempted from the submission of EMD. A valid certificate in this regard issued by the NSIC has to be submitted along with the bid. (Please refer pt. no. 3.6 Micro and Small Enterprises clause for details)

Unsuccessful Bidder's EMD will be returned after the bank sends the pro forma of the 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/SLA in accordance; or
 - ii. To furnish Security Deposit/Bank Guarantee for contract performance.
 - iii. To comply with any other condition precedent to signing the contract specified in the RFP documents.

3.16. Security Deposit/Performance Guarantee:

The successful bidder will be required to submit Security deposit in the form of Bank Guarantee, favouring The Nainital Bank Ltd. equal to the 10% of purchase order value for the entire period of contract i.e. 12 months and such other extended period as the Bank may decide for due performance of the project obligations. The Guarantee should be issued from any Schedule Commercial Bank Only, other than Nainital Bank Ltd.

In the event of non-performance of obligation or failure to meet terms of this RFP or subsequent agreement the Bank shall be entitled to appropriate/invoke the security Deposits/Performance Bank Guarantee as the case may be without notice or right of demur to the Bidder.

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

Validity: Valid for the one year and extendable up to three years solely at the discretion of the Bank if the Bank decides to extend the contract. The BG will be released after 6 months and/or extended period or execution of all pending Orders, whichever is later.

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

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

3.18. 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/agreement is to be issued.

3.19. 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.

3.20. 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.

3.21. Consortium

Consortium is not allowed.

3.22. Sub- Contracting:

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

3.23. Last Date & Time 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.

3.24. 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.

3.25. 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.

3.26. Bidder's Address for Correspondence

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

3.27. 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.

3.28. 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.

3.29. Evaluation of Bids

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

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

Bidder must possess the requisite experience, strength and capabilities in providing the Services/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 services, 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.

3.30. Preliminary Examination

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

3.31. Clarification

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

3.32. 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 RFP. Any deviation from general conditions of the contract/agreement 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 provide the support services sought by THE NAINITAL BANK LTD. for the entire period of the agreement/contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in the RFP Document.

The invitation to the bids is open to all bidders who qualify the eligibility criteria as follows:

S. No	Eligibility Criteria	Supporting Required	Complied (Yes/No)
1	Bidder should be Government Organization / PSU / PSE / partnership firm under Partnership Act / LLP /private or public limited company in India at least for last 5 years as on date of bid.	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	

S. No	Eligibility Criteria	Supporting Required	Complied (Yes/No)
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. 6.2 signed by authorized official of the bidder)	
4	Bidder should be an authorized Finacle Service Partner for M/s Infosys Technologies Limited / M/s EdgeVerve Systems Limited.	Bidder to provide proof at the time of submission of bids engagement letter / letter of empanelment duly signed by: M/s Infosys Technologies Limited / M/s EdgeVerve Systems Limited.	
5	Bidder should have minimum annual turnover (from Indian operation) of Rs 2 crores each during the last two financial years that is 2021 – 22 and 2022 - 23 as per audited financial statements.	Audited financial statement of last two financial years	
6	Must be net profit making entity (from Indian operations only) for each year in the last two financial years that is financial years – 2021 – 22 and 2022 - 23.	Audited Financial statements for the financial years 2021 – 22 and 2022 - 23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification	
7	Bidder should have provided Finacle L1/L2 support services to at least three Banks in India	Purchase order copy should be submitted	
8.	Bidder should not have outsourced Finacle L1/L2 support resources to any third party	Self-declaration in the bidder letterhead duly signed by the authorized person should be submitted	
9	Bidder should have direct employees of at least 50 in their payroll.	Self-declaration in the bidder letterhead duly signed by the authorized person should be submitted	

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

3.33. 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 service if it is of an opinion that the offered 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 RFP terms and conditions, Minimum/Mandatory Technical requirements and the scope of work as defined in this RFP.

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

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

Bidders are required to comply with all the Technical Specifications as mentioned in RFP, 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.	BIDDER’s Capability & Experience	70
B	Technical Presentation and Project Understanding	30
Total		100

Scoring Matrix:

A. BIDDER’s Capability & Experience

Sl. No.	Scoring Parameter	Maximum Score	Documents to be submitted
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1	<p>BIDDER experience in proposed solution/services offered with respect to L1 & L2 For End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 or higher versions, Finacle Alerts Solution ver. 10.5.02 or higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 or higher versions, and Finacle Treasury Solution ver. 11.13.0.8 or higher versions in Scheduled Commercial Banks/RRBs/Public Sector Bank/Private Bank/ Co-operative Bank* in India to be calculated as below:</p> <ul style="list-style-type: none"> • Scheduled Commercial Banks/ RRBs /Public Sector Bank/ Private Bank each organization implementation will carry 6 marks • For each Co-operative Bank implementation will carry 3 mark. <p>Maximum 30 marks will be awarded to any bidder, if proposed solution/ service is given for more than 5 banks by bidder.</p> <p>*The Co-operative Bank must have the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India.</p> <p>ii) Total Business of Rs. 25,000 crore or above in India.</p>	30	Copy of the Credential Letter or Copy of Purchase order from the client's executive and an Undertaking from the Bidder on the Bidder's letter head confirming the implementation along with the contact details of client's representative.
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	(Copy of proof must be enclosed for both Point No i and ii)		
2	<p>The BIDDER/OEM shall have an annual turnover of at least 2 Crores for the last two (2) financial years (i.e., 2021-22 and 2022-23) should be</p> <ul style="list-style-type: none"> • Turnover up to 2 Cr INR – 5 Marks • Turnover between 2 Cr to 5 Cr INR – 7 Marks • Turnover greater than 5 Cr INR – 10 Marks 	10	Audited Financial statements for the financial years 2021-22 and 2022-23. Certified letter from the Chartered Accountant. The CA certificate in this regard should be without any riders or qualification.
3	<p>BIDDER should have at least 4 years of experience in providing proposed solution for L1 & L2 For End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 or higher versions, Finacle e-Banking (Retail and Corporate) 11.5 or higher versions, Finacle Treasury 11.13.0.8 or higher versions, Finacle Alerts Solution 10.5.02 or higher versions in Scheduled Commercial Bank/RRBs/Public Sector Bank/ Private Bank/ Co-Operative Bank* in India.</p> <p>Experience:- Category-1: Scheduled Commercial Bank / RRBs /Public Sector Bank / Private Bank in India. More than 5 years -10 Marks Between 4 to 5 years -7 Marks Less than 4 years -5 Marks</p> <p>Category-2: Co-Operative</p>	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.

	<p>Bank</p> <p>More than 8 years -10 Marks</p> <p>Between 6 to 8 years - 6 Marks</p> <p>Less than 6 years - 4 Marks</p> <p>Higher marks will be considered if Bidder has experience in both category i.e. Category-1 and Category-2</p> <p>*The Co-Operative Bank must have the following criteria as on 31.03.2023.</p> <p>i) Branch Operations in at least three states in India.</p> <p>ii) Total Business of Rs. 25,000 crore or above in India.</p> <ul style="list-style-type: none"> (Copy of proof must be enclosed for both Point No i and ii) 		
4	<p>CMMI Level</p> <p>CMMI Level 3 - 3 Marks</p> <p>CMMI Level 4 - 4 Marks</p> <p>CMMI Level 5 - 5 Marks</p>	5	Copy of the Certificate
5	<p>Certification:</p> <p>ISO 9001:2015 - 5 Mark</p> <p>ISO 27001 - 5 Mark</p>	5	Copy of the Certificate
6	<p>Infosys/ EdgeVerve partner certificate</p>	10	Copy of Certificate
	Total	70	

B. Technical Presentation

Sl. No.	Scoring Parameter	Maximum Score
1	<p>Demonstration / Presentation on proposed service for L1 & L2 for End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 or higher versions, Finacle Alerts Solution ver. 10.5.02 or higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 or higher versions, and Finacle Treasury Solution ver. 11.13.0.8 or higher versions covering below major points:</p> <ul style="list-style-type: none"> Clarification in understanding requirements Detailed approach & methodology for providing the proposed 	30

	solution/ service <ul style="list-style-type: none"> • Resource Deployment 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 drive the project execution.
- Bidders must strictly adhere to the time slots provided to them for the technical presentation, allowing ample time and scope for question-answers.
- Focus of the presentation should be on the specifics of the solution/approach being proposed for the Bank, not on general elucidation of technologies, tool stacks or concepts.
- Both technical and administrative aspects of the Assignment should be given suitable coverage.
- Focus should be on bringing out clearly what is specific / different / novel about the approach, not on beefing up the presentation with commonly known and/or spurious information
- All aspects of requirements in the RFP should be covered in the presentation – e.g., proposed approach, capability to develop industry grade customized products, processes, frame works, diagnostic tools, organizational capabilities, team, governance, continuous development, transition approach etc.
- Any assumption, if taken in the response to RFP document should be clearly brought out in the technical presentation, along with the justification.
- Bank’s evaluation and scoring on all aspects including technical presentation are final and 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.

3.34. 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 Point 6.7 (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 RFP 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.

3.35. 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/RFP.

In such situation the RFP process will be continued with the remaining bidders as per their ranking.

If the bidder backs out after being declared as selected bidder, it will be declared a defaulting bidder and 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/RFP. In such case the detailed commercial bid of next ranked techno commercial bidder will be evaluated,

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

3.36. Bank's right to vary scope of contract at the time of award:

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

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

3.37. Bank's right to accept any Bid and to reject any or all bids:

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

3.38. 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 purchase order Value for ensuring contract performance. Thereafter the Bank will notify each

unsuccessful Bidder and will return/release its EMD.

3.39. 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 Pro forma of Contract /Agreement.

Within 15 days of receipt of the Pro forma of Contract/Agreement, the successful Bidder shall sign and date the Contract/Agreement and return it to the Bank along with the Bank Guarantee, favouring The Nainital Bank Ltd. for contract performance as security deposit.

The term of this contract/agreement with the shortlisted bidder will be for a period of one (1) year which will be computed from the date of deployment of all onsite resources at Bank's Location. Based upon the annual performance reviews, the contract shall be extendable further for a period of three (3) years solely at the discretion of the Bank.

The vendor providing L1 & L2 Support for Finacle Core Application 10.2.25 & higher versions will also be providing L2 support for Finacle Alerts Solution* 10.5.02 & higher versions, Finacle e-Banking (Retail and Corporate) * 11.5 & higher versions, & Finacle Treasury* 11.13.0.8 & higher versions.

*Ad hoc L2 support will be provided by the bidder as and when required by the functional team. The payment of the ad hoc support on rate card basis will be done according to the man days' efforts of the task performed by the Ad hoc L2 offsite support resource.

Keeping in view the commitment, The Nainital Bank Ltd. reserves the right to ask the Bidder to add new features/ process or modify the existing services to take care the service delivery as and when required.

Bidders has to agree for honouring all RFP 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 service, shall be passed on to THE NAINITAL BANK LTD. and the obligations with THE NAINITAL BANK LTD. taken by the vendor(s) with respect to the service with the old name shall be passed on along with the service so renamed.

The above Security Deposit will be in the form of Bank Guarantee (BG) of any Scheduled Commercial Bank other than the Nainital Bank Limited. Security Deposit should be valid for the entire contract period of 12 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.

3.40. Termination of contract:

1. The Bank shall serve the 30 days' notice of termination to the Shortlisted bidder before terminating the contract of the selected.
2. The Bank will be entitled to terminate the contract, without any cost to the Bank and recover expenditure incurred by the Bank, on the happening of any one or more of the following:
 - a. The selected bidder commits a breach of any of the terms and conditions of the bid.
 - b. The selected bidder goes into liquidation voluntarily or otherwise or appointment of receiver or manager of any of the successful bidder's assets or insolvency of the successful bidder.
 - c. Distress, execution or other legal processes being levied on or upon any of the successful bidder's goods and/ or assets.
 - d. If the successful bidder assigns or attempts to assign his interest or any part thereof of the project assigned.
 - e. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
 - f. The progress regarding the execution of the order accepted by the successful bidder is found to be unsatisfactory or delay in execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving 30 days' notice for the same. In this event, the successful bidder is bound to make good the additional expenditure, which the Bank may have to incur in executing the balance contract. This clause is applicable, if for any reason the contract is cancelled.
 - g. Non-satisfactory performance of the successful bidder during implementation and operation.
 - h. An act or omission by the successful Bidder, its employees or its agents in the performance of the services provided in the contract and this RFP including delay in performance of the services beyond the specified period or any other reason which in the judgment of the Bank does warrants termination of contract
 - i. Failure to perform services to the satisfaction of Bank.
 - j. Material discrepancies in the Services noted by the Bank. The Bank reserves the right to procure the same or similar service from the alternate sources at the risk, cost and responsibility of the Successful bidder.
 - k. Successful bidder is found to be indulging in frauds.
 - l. The Bank suffers a reputation loss on account of any activity of empaneled vendor or penalty is levied by regulatory authority.
 - m. In the event of sub contract or assignment contrary to the terms of agreement

THE NAINITAL BANK LTD. may, at any time, terminate the contract by giving written notice of -30- days to the vendor(s) without any compensation, if the vendor(s) 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(s) fails to, deliver as per the RFP terms and conditions or any other reason amounting to disruption in service, the Termination and Exit Management clause to be incorporated in contract, 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 at no extra cost. Moreover, Bank will be informed in advance through written notice of likely event of any takeover/merger/acquisition/transfer of ownership of Bidder. If the contract is terminated by the Bank, the Bank shall also be entitled to get back the infrastructure and hardware, if any, provided by the Bank. Termination of contract by the Bank may also be accompanied by a de-facto blacklisting of the successful bidder.

3.41. Conflict of Interest

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

3.42. Placing of Purchase Orders

Purchase order will be placed on the vendor in hardcopy format for procurement of proposed solution / 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 System/Service 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.

3.43. Confidentiality of the Document

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

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

3.44. RFP Related Condition

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

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 RFP 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.

3.45. Prevention of Corrupt and fraudulent practices:

It is required that every participating bidder is required to sign an integrity pact as per the section V point 6.9 of this RFP.

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

3.46. Rejection Criteria

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

3.46.1. 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.
- Incomplete Bids, including non-submission or non-furnishing of requisite documents/ Conditional Bids / Bids not conforming to the terms and conditions stipulated in this RFP are liable for rejection by the Bank.
- Bids which do not confirm unconditional validity of the bid as prescribed in the RFP.
- If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the RFP Process.
- Any effort on the part of a Bidder to influence the Bank's bid evaluation, bid comparison or contract award decisions.
- Bids received by the Bank after the last date and schedule time for receipt of bids as prescribed by the Bank.
- Bids without letter of authorization and without any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- Bid without integrity pact

3.46.2. 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 RFP

3.46.3. Commercial Rejection Criteria

- Incomplete Financial Bid.
- Financial Bids that do not conform to the RFP'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

4. Section III: Detailed Scope of Work

The objective of this RFP document envisages the Selection of bidder L1 & L2 For End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 & higher versions, Finacle Alerts Solution ver. 10.5.02 & higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 & higher versions, and Finacle Treasury Solution ver. 11.13.0.8 & higher versions.

The broad scope of work for Selection of bidder L1 & L2 For End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 & higher versions, Finacle Alerts Solution* ver. 10.5.02 & higher versions, Finacle e-Banking Solution* (Retail and Corporate) ver. 11.5 & higher versions, and Finacle Treasury Solution* ver. 11.13.0.8 & higher versions is given in the 'Scope of work' section, wherein the selected bidder has to provide necessary services to the Bank.

*Ad hoc L2 support will be provided by the bidder as and when required by the functional team. The payment of the ad hoc support on rate card basis will be done according to the man days' efforts of the task performed by the Ad hoc L2 offsite support resource.

4.1 Finacle Support Resource Scope of work

1. Support for Finacle Core Banking version 10.2.25 & higher versions and Finacle e-banking (Retail & Corporate) 11.5 & higher versions for the modules implemented in Nainital Bank.
2. Support required for CRM module, Core module including CASA, Term Deposit, TDS, Interest Certificates, LOAN, Assets Classification, Payment Systems (NEFT/RTGS, UPI, IMPS, CARD, NACH), Trade Finance, etc., FinInfra module, Customization Issue Support.
3. Scope duration for L1 & L2 support for Finacle Core 10.2.25 & higher versions is for One year and can be extended up to three years' period with annual reviews.
4. Scope duration for L2 support for Finacle Alerts Solution 10.5.02 & higher versions, Finacle e-Banking (Retail and Corporate) 11.5 & higher versions & Finacle Treasury 11.13.0.8 & higher versions is for three years and can be extended up to two years' period with annual reviews.
5. Handling of L1 and L2 from Bank's DIT Haldwani (Uttarakhand) location or any another place preferred by the bank. The bidders not able to comply the same are requested not to participate in the bidding process.
6. L1 will involve first level interaction with users and give first level of analysis.
7. L2 (Functional) involve advance trouble shooting, problem solving, EoD/BoD support and customization in DC-DR. In case, there is high load, L2 will also involve first level interaction with user and give first level of analysis.
8. L2 (Infra) will involve advance trouble shooting, problem solving of Finacle services, infra, database, architecture, performance, housekeeping, patches, PSP, DC-DR related issues.

The bidder should have an escalation matrix within the company to escalate the issues in which L2 is facing difficulty to resolve and require guidance /assistance. The bidder will share the escalation matrix details with the Bank team on regular basis.

4.2 Resource requirement for Finacle Support

(A) Finacle CBS application: (Onsite only)

1. **Three (3) resources** - L1 onsite resources at DIT, Haldwani (Uttarakhand) location or any another place preferred by the bank.
2. **One (1) resource** - L2 (functional) onsite resources at DIT, Haldwani (Uttarakhand) location or any another place preferred by the bank.
3. **One (1) resource** - L2 (infra) onsite resource at DIT, Haldwani (Uttarakhand) location or any another place preferred by the bank to manage and troubleshoot Finacle infra, services, PSP, patches, housekeeping, SSL and other server related issues.
4. **One (1) resource** - L2 (Technical e channels) onsite resources at DIT, Haldwani (Uttarakhand) location or any another place preferred by the bank to manage C24 channels (ATM, ECM, POS, UPI), mobile banking services and handle techno-customer complaints.

Note- All the above resources will be posted on-site at Bank's DIT, Haldwani (Uttarakhand) location or any another place preferred by the Bank. No relaxation shall be granted for onsite place of posting in any circumstances.

(B) Finacle E banking and Finacle Alert System: (Offsite)

1. **One (1) resource** - L2 offsite resources to provide support for Finacle e-banking and Finacle Alert System. The resource will not be fulltime resource and will be required on ad hoc /on demand basis.

(C) Finacle Treasury: (Offsite)

1. **One (1) resource** - L2 offsite resource to provide support Finacle Treasury module. The resource will not be fulltime resource and will be on ad hoc /on demand basis.

NOTE (for onsite support only)-

Sr. No.	Description
1	Office timings: As applicable in Bank's DIT, Haldwani (Uttarakhand) location.
2	Holidays will be applicable to the resources as per the Bank Holidays
3	In case, onsite resource goes on long leave (>5 days), the selected bidder has to provide alternate trained resource on site.
4	L1, L2 Resource to work on shift as per Bank's arrangement
5	In case, high pressure / workload, Bank may call resources on holidays, if required.

6	All resources to work onsite DIT, Haldwani (Uttarakhand) location or any another place preferred by the bank.
7	Before the commencement of work, Bank need to sign Service Level Agreement [SLA]

4.3 Qualification / Experience

Application	Technology	Experience Level	Skills
Finacle CBS support	Finacle 10.2.25 & higher versions	L1: minimum 2 years Finacle Experience	Banking Knowledge, Knowledge of Finacle 10.2.25, Assets and Liabilities products, GST, EOD / BOD, Trade Finance [BG/LC/Bills], Batch Processing, FINRPT,CRM, FININFRA etc.
Finacle CBS support	Finacle 10.2.25 & higher versions, scripting along with Java, Unix, Oracle, PL SQL, Cron jobs,JSP, Jasper, JRXML skills etc	L2: minimum 4 years Finacle Experience	Finacle scripting / customization, Finacle architecture, Assets and Liabilities, GST, Banking Knowledge, EOD / BOD, Trade Finance [BG/LC/Bills], Batch Processing, FINRPT,CRM, FININFRA, Batch jobs etc.
Finacle Infrastructure	Finacle 10.2.25 & higher versions, Finacle API, scripting along with Java, Unix, Oracle, PL SQL, Cron jobs, Jasper, JRXML,JSP, JBOSS,CRM skills etc	L2: minimum 4 years Finacle Experience	Strong knowledge of Finacle architecture, data flow. Knowledge of Finacle services, patching, PSP, Finacle API,SSL, FI,C24 services ,knowledge of JBOSS server, PSP, Finacle Application build up and optimization, etc.
Finacle E banking and Alert System	Finacle scripting along with Java, Unix, Oracle, PL SQL, Cron jobs, Jasper, JRXML skills etc	L2: minimum 4 years Finacle E banking and Alert System Experience.	Knowledge of scripting and Customization. Knowledge of architecture of E banking and Alert System
Finacle Treasury	Finacle scripting along with Java, Unix, Oracle, PL SQL, Cron, Jasper, JRXML skills	L2: minimum 4 years Finacle Treasury Experience	Knowledge of Finacle Treasury module

Finacle Technical (e-channels) support	Finacle 10.2.25 & higher versions, scripting along with Java, Unix, Oracle, PL SQL, Cron jobs, JSP, Jasper, JRXML,C24 skills etc.	L2: minimum 4 years Finacle Experience	Finacle scripting / customization, Finacle architecture, in depth knowledge of C24 channels like UPI, IMPS, E-com, POS ,mobile banking, etc.
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4.4 Detailed Scope of L1 / L2 & Roles and responsibility of the resources

4.4.1 L1 Resource Responsibilities for Finacle Core 10.2.25 & higher versions

1. L1 support team will be responsible for first level of trouble shooting for the mentioned application.
2. L1 support team will provide telephonic and / or electronic mechanisms for problem reporting requests as well as for service and status updates and will receive Calls from NTB Bank's branch users.
3. L1 support team needs to assign unresolved calls to L2 support team by ticket routing process set by Bank and follow up for resolution.
4. L1 team also has the responsibility to provide the solution to end users after taking the same from L2 team and close the call with appropriate comments and in time bound manner.
5. L1 support team will be responsible to manage Day to Day activities [support, EOD, BOD etc.].
6. L1 support team will be responsible of publishing status on daily basis.
7. L1 support team will be responsible of generation of logs/data as required by L2/L3 teams.
8. Interaction with Application OEMs for problem analysis and sharing the required details.
9. Support team will work in two standard shifts round the clock – First shift and Second Shift – timings of such shifts will be as mutually agreed between selected bidder and Bank to cover the above support timing. L1 SLA is 2 days to resolve the reported issue or assign to L2 teams and support tickets will be tracked through call tracking tool coordinating with other support teams including applications, infra, network, bidders, security etc.
10. Any other work related to Finacle support decided by the bank.

4.4.2 L2 Resource (Functional) Responsibilities for Finacle Core 10.2.25 & higher versions

1. L2 support team will be responsible to manage Day to Day support activities and publish status on daily basis.
2. L2 support team will be responsible for solving problems that cannot be resolved by the Bank's help desk, bidders L1 support team will be escalated to L2.
3. L2 support team will support the configuring of parameters according to the Business requirement and also Scripting / Business Viability.
4. L2 support team will support for the Customized scripts/ interfaces with Finacle / MRTs written specifically for Bank during the implementation stage and later. All release notes will be made available to the bidder team.

5. Support for activities which may arise from time to time pertaining to Finacle use by Bank e.g. assistance in testing for interface bidder version upgrades, assistance in audit etc.
6. Manage Day to Day support activities.
7. Publish status on daily basis.
8. Prepare and publish the roaster plan.
9. Logging of issues.
10. Escalation to Level-3 based on severity and generation of logs/data as required by L3 teams.
11. Interaction with Application OEMs for problem analysis and sharing the required details.
12. Closing the incident ticket upon confirmation from the requestor.
13. L1 SLA Monitoring & Adherence.
14. Handover the patch to L1/Ops team for deployment in production.
15. Archive the release notes, change details etc. for future knowledge management.
16. Weekly/ monthly reporting for incidents, CRs, patches with related documentation.
17. Change management at each layer from Web, App, DB.
18. Support for audit related queries raised by Bank's statutory auditors and provide the queries which are related to Finacle application.
19. Identifying the reports/batches which take more time to complete and advising the Bank for resolving the issue.
11. Support related to setup / parameterization for launch of new products.
12. Finacle application related support and issue-resolution during DR drill
13. Simulating Interest Runs and cross checking to check if interest is calculated for all the accounts, deposits, advances, loans and bills and TDS application, interest provision, however, the accuracy of amount to be done by Bank.
14. Providing simple SQL extracts on need basis
15. Simulate EOM / EOQ / EOY in UAT before the actual run to anticipate the issues during the actual run.
16. SLA monitoring & reporting.
17. Support team will work in two standard shifts of – First shift and Second Shift – timings of such shifts will be mutually agreed between selected bidder and Bank to cover the above support timings. However, round the clock onsite support during month/quarter/year ends will be done by providing shift based support. Any additional critical events and the extended support period for such events shall be identified and agreed mutually between bidder and Bank for each month, at the beginning of the month. These events shall not be limited to Ad-hoc critical events.
18. Do a second level analysis like simulation of the issue / troubleshooting / Suggestion of Workarounds to Bank and provide solution for issues either permanently or through work around in conformance with Bank processes and standards.
19. Wherever product bugs are found in above Finacle applications provided by Infosys, the same to be referred to Finacle Global Support Centre (GSC) for further processing.
20. L2 team will liaise with Infosys Limited/Edgeverve Limited for product related issues / clarifications / coordination in the current engagement. L2 will always keep the Banks team in loop for all such communications and the same will be escalated to Bank when the response from Finacle Global Support Centre is delayed beyond an acceptable period and this period shall be mutually discussed and arrived at.

21. Support for Batch / EOD / BOD Operations i.e. Clarifications / Workarounds etc. (This support shall be within the two shift timings mentioned earlier and there will not be any additional shift for the same).
22. L2 team will coordinate with customization team/ Finacle Global Support Centre (GSC) for Maintenance Releases / Fixes etc., and arrange for the Release Details. L2 team will coordinate with customization team/ Finacle Global Support Centre (GSC) for moving the releases / fixes to UAT / production environment as per the release instructions provided by Infosys Finacle Global Support Centre (GSC).
23. L2 support Team will follow Bank's current production change control processes/mechanisms/tools.
24. Level 2 support shall do the joint analysis of issues with the respective teams and help in identifying the source of the issue reported by Level 1. In this analyses, Level 2 support would seek inputs and information (logs, error files or dumps, status indicators etc.) of the "suspect" applications, interfaces from the respective teams of Bank (or from Level 1) towards establishing the source of reported issue.
25. Provide continuous onsite support for all applications being implemented / taken over / supported / procured and mention in the document
26. Performing and troubleshooting Beginning of the Day, End of Day, End of Month, End of Quarter, closing activities and End of Year activities
27. L2 team has to support all the interfaces (NEFT, RTGS, ATM, Delivery Channels etc.) with Core Banking Solution and needs to do trouble shooting, customization etc. at CBS end for smooth functioning of day to day operation of the Bank.
28. L2 team needs to support the customization and troubleshooting of all in scope applications and their interfaces and new interfaces/customizations.
29. Escalate the unresolved calls as per escalation matrix
 - Prepare Root Cause Analysis document with the root cause and resolutions provided for major issues such as:
 1. Problems which have resulted in complete service disruptions or downtime
Critical production issues such as incorrect interest application in majority of the accounts, frauds done using the system, inconstant accounting or system behaviour
 2. Delayed response times
 3. Data / table corruptions
 4. System Performance issues (high utilization levels)
 5. Decide on preventive maintenance schedule with the Bank
30. Modifications to existing scripts, reports, MRT, JSP or any other scripts due to errors / technical faults.
31. Present to Bank management on the critical issues reported, resolved, solution provided and the suggested recommendations or leading practices as and when asked by the Bank or on a monthly basis whichever is earlier.
32. Perform quarterly BCP/DR drill of all in scope applications.
33. All onsite L2 support should work jointly and Bank can assign tasks to any of them according to the Bank's requirements.
34. As per Bank the time between 4 pm to 8 am requires maximum support for EOD-BOD activities and Bank needs L1, L2 support engineers for branch EOD, Central EOD-BOD and

production backup completion. Hence there will be a shift schedule to be followed by the support team. Shift timings and resources names will be shared separately post-handover completion.

35. Follow up with branches and take timely handover to initiate and complete EOD operations at Bank level.
36. Support for Execution of Finacle EOD-BOD processes in production environment.
37. Reporting of issues arising during EOD / BOD Process. Coordinating with other teams for issue resolution arising during the process.
38. Ensuring process and system improvements on periodic basis to ensure smooth EOD-BOD.
39. Thorough and routine monitoring of various processes, services and parameters which impact the EOD BOD of Finacle Core and Treasury Application.
40. Status reporting of batch progress. Reporting successful completion of EOD/BOD processes and highlighting in case of any failures/issues and fixing them accordingly after proper RCA.
41. Validate the generation of EOD-BOD related Reports against the Bank provided check list.
42. Tracking of additional Monthly/Quarterly/Yearly Reports and Statement processes executions.
43. Performing all handoffs from Finacle to any system / informing the respective teams to start handoff once primary EOD/BOD activities are over.
 - Issue/Defect Resolution during EOD/BOD: As part of the EOD-BOD Process execution, issues would be encountered. The EBS team will carry out the following activities for resolution of issues
 - i. Log the issue and communicate the same to right stakeholders
 - ii. Carry out quick analysis to see if the defect can be resolved within the stipulated time. If the issue can be resolved, resolve the same after obtaining the necessary approvals from the respective teams and proceed with EOD-BOD completion
 - iii. If the issue cannot be resolved within the stipulated time, determine the approach along with Bank team to suppress the issue and move forward with the EOD-BOD Process. The issue would be logged so that the detailed analysis can be carried out and the same can be resolved permanently.
 - iv. Carry out the detailed analysis of the issues logged and determine if the issue is a Customization defect or a base product defect.
 - v. In case of base product defect, the support team will log the issue with the tech online team and work along with the product team of resolution of the issue.

The scope of work shared above is only indicative and non-exhaustive. The Bank and successful vendor will prepare an exhaustive list of task to be performed.

4.4.3 L2 Resource (Infra) Responsibilities for Finacle Core 10.2.25 & higher versions

1. L2 support team will be responsible to manage Day to Day support activities and publish status on daily basis.
2. L2 will responsible to manage services in all environment and will create a new service if required.
3. L2 will responsible to manage and deploy APDM patches in all environments.
4. Managing server file systems.

5. L2 will involve trouble shooting, problem solving of Finacle services, infra, database, architecture, performance, housekeeping related issues.
6. L2 support should have strong knowledge of Finacle architecture, data flow. Knowledge of Finacle services, patching, PSP, Finacle API, SSL, FI, C24 services, housekeeping etc.
7. Trouble shooting application related issues not limiting to issue analysis, data analysis, issue simulation, data correction, operational workaround and permanent fix.
8. Support and maintain all interfaces to the Core Banking and other solutions as part of this RFP scope including the middleware.
9. Perform performance tuning of the applications mentioned in the Scope of Work of this document including database tuning.
10. Testing & vetting of customizations, patches before production movements, server portioning monitoring, logs collection for tech-online support.
11. Logging of issues.
12. Implementation of SSL certificates in Finacle environments.
13. Closing the incident ticket upon confirmation from the requestor.
14. Change management at each layer – from Web, App, DB
15. Escalation of issues to Level-3 based on severity and generation of logs/data as required by L3 teams.
16. Interaction with Application OEMs for problem analysis and sharing the required details.
17. Deployment of patches into the respective environments.
18. Restarting of services, monitoring of system post patch deployment.
19. Handover the patch to L1/Ops team for deployment in production.
20. Archive the release notes, change details etc. for future knowledge management.
21. Support and issue-resolution during DR drill.
22. Simulate EOM / EOQ / EOY in UAT before the actual run to anticipate the issues during the actual run
23. Support for audit related queries raised by Bank's statutory auditors and provide the queries which are related to Finacle application
24. Support for activities which may arise from time to time pertaining to Finacle use by Bank e.g. assistance in testing for interface bidder version upgrades, assistance in audit etc.
25. Certain issues relating to other components in the Finacle environment viz. middleware, interfaces, database etc. would require a preliminary analysis before finalizing in on the exact source of the issue requiring support.
26. Provide continuous onsite support for all applications being implemented / taken over / supported / procured and mention in the document
 - Prepare Root Cause Analysis document with the root cause and resolutions provided for major issues such as:
 - i. Problems which have resulted in complete service disruptions or downtime
 - ii. Critical production issues such as incorrect interest application in majority of the accounts, frauds done using the system, inconstant accounting or system behaviour.
 - iii. Delayed response times
 - iv. Data / table corruptions
 - v. System Performance issues (high utilization levels)

- vi. Decide on preventive maintenance schedule with the Bank.
- 27. Bidder needs to commission, decommission, install, uninstall and support the middleware from all aspects.
- 28. The Bank expects the Bidder to provide advice and points to be considered to the Bidder for performing any hardware/OS tuning required as part of the performance tuning.
- 29. Rectify any corruption in the software.
- 30. Ensure patch releases are ported to the production environment without causing business disruption or business losses.
- 31. Perform quarterly BCP/DR drill of all in scope applications.
- 32. All onsite L2 support should work jointly and Bank can assign tasks to any of them according to the Bank's requirements.
- 33. Ensuring process and system improvements on periodic basis to ensure smooth EOD-BOD.

4.4.4 L2 Resource (Technical) e-channels responsibilities for Finacle Core 10.2.25 & higher versions

1. L2 support team will be responsible to manage Day to Day support activities Channel 24 channels (ATM, E-Com, POS, UPI), mobile banking services and publish status on daily basis.
2. L2 will responsible to manage services in all environment and will create a new service if required.
3. L2 will responsible to manage and handle techno-customer complaints related to e channels.
4. Managing server file systems related to C24.
5. L2 will involve trouble shooting, problem solving of Finacle services, infra, database, architecture, performance, housekeeping issues related to C24.
6. L2 support should have strong knowledge of Finacle architecture, data flow. Knowledge of Finacle services, patching, PSP, Finacle API, SSL, FI, C24 services, housekeeping etc.
7. Trouble shooting application related issues not limiting to issue analysis, data analysis, issue simulation, data correction, operational workaround and permanent fix.
8. Support and maintain all interfaces to the Core Banking and other solutions as part of this RFP scope including the middleware related to C24 and mobile banking.
9. Perform performance tuning of the applications mentioned in the Scope of Work of this document including database tuning.
10. Testing & vetting of customizations, patches before production movements, server portioning monitoring, logs collection for tech-online support.
11. Logging of issues.
12. Closing the incident ticket upon confirmation from the requestor.
13. Change management at each layer – from Web, App, DB
14. Escalation of issues to Level-3 based on severity and generation of logs/data as required by L3 teams.
15. Interaction with Application OEMs for problem analysis and sharing the required details.
16. Deployment of patches into the respective environments.
17. Restarting of services, monitoring of system post patch deployment.
18. Handover the patch to L1/Ops team for deployment in production.
19. Archive the release notes, change details etc. for future knowledge management.

20. Support and issue-resolution during DR drill.
21. Simulate EOM / EOQ / EOY in UAT before the actual run to anticipate the issues during the actual run
22. Support for audit related queries raised by bank's statutory auditors and provide the queries which are related to Finacle application
23. Support for activities which may arise from time to time pertaining to Finacle use by Bank e.g. assistance in testing for interface bidder version upgrades, assistance in audit etc.
24. Certain issues relating to other components in the Finacle environment viz. middleware, interfaces, database etc. would require a preliminary analysis before finalizing in on the exact source of the issue requiring support.
25. Provide continuous onsite support for all applications being implemented / taken over / supported / procured and mention in the document
26. Prepare Root Cause Analysis document with the root cause and resolutions provided for major issues such as:
 - i. Problems which have resulted in complete service disruptions or downtime
 - ii. Critical production issues such as incorrect interest application in majority of the accounts, frauds done using the system, inconstant accounting or system behaviour.
 - iii. Delayed response times
 - iv. Data / table corruptions
 - v. System Performance issues (high utilization levels)
 - vi. Decide on preventive maintenance schedule with the Bank.
27. Bidder needs to commission, decommission, install, uninstall and support the middleware from all aspects.
28. The Bank expects the Bidder to provide advice and points to be considered to the Bidder for performing any hardware/OS tuning required as part of the performance tuning.
29. Rectify any corruption in the software.
30. Ensure patch releases are ported to the production environment without causing business disruption or business losses.
31. Perform quarterly BCP/DR drill of all in scope applications.

4.4.5 L2 Resource Responsibilities for FAS (Finacle Alert System) 10.5.02 & higher versions

1. Configuration issues
2. Patching activities
3. SSL updation
4. Licence updation
5. DR Drill activity
6. Manage Application services
7. All the infrastructure related Support
8. Application support
9. To handle minor customizations
10. FAS front end related issues
11. Addition / Maintenance of alert as per the requirement

4.4.6 L2 Resource Responsibilities for Finacle e-Banking (Retail and Corporate) 11.5 & higher versions

1. Configuration issues
2. Patching activities
3. SSL updation
4. Licence updation
5. DR Drill activity
6. Manage Application services & servers
7. All the infrastructure related Support
8. Application support
9. To handle minor customization
10. FEBA Admin Application Support
11. Old / New Customization issues
12. Net Banking transactions related issues

4.4.7 L2 Resource Responsibilities for Finacle Treasury Solution ver. 11.13.0.8 & higher versions

To support End of Day (EOD)/Begin of Day (BOD), Database activities, Infrastructure support, Customization, Patch Deployment in Finacle Treasury 11.13.0.8.

The scope of work shared above is only indicative and non-exhaustive. The bank and the shortlisted bidder will prepare an exhaustive list of tasks to be performed.

Ad hoc L2 support for Finacle Alert System, Finacle e-Banking & Finacle Treasury will be provided by the bidder as and when required by the functional team. The payment of the ad hoc support on rate card basis will be done according to the man days' efforts of the task performed by the Ad hoc L2 offsite support resource.

4.5 General Aspects in Scope

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

1. The Bidder should confirm unconditional acceptance of full responsibility of completion of job and for executing the 'Scope of Work' of this RFP.
2. The bidder should maintain logs and audit trails of all the activities. Being a financial institution, Bank expects that the solutions proposed should facilitate necessary security check and validation processes for ensuring full-proof access to the systems. These security measures should be an integral part of the product.
3. The bidder is expected to use best in class industry proven safeguards that prevents the misuse of information and appropriately protect the confidentiality, integrity and availability of information systems. Follow industry standards during the whole SDLC Process.
4. 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.

5. 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.
6. The Bidder should take care of all aspects of installation on existing or new setup, De-Installation, Configuration, Re-configuration, enhancements, updates, version upgrades, problem analysis, on – site, as well as off - site support to ensure smooth operations during and post implementation on perpetual basis.
7. Bidder should sign the Service Level Agreement (SLA) based services and SLA tracking system for maintaining operational workflow.
8. Project Completion Document should be comprehensive to enable the bank to refer to any details at a future date in case of faults/errors or maintenance/upgradation.
9. Bank conducts VAPT (Vulnerability Assessment & Penetration Testing) and Information Systems, Security audit on quarterly basis. The Bidder to comply with the findings of the VAPT/IS Audit/Secure Coding Practices in terms of the solution provided under this RFP Document.
10. The bidder is expected to maintain coding standards as per best industry standards and bank reserves the right to audit the source code for industry standards.
11. In case any bidder quotes open source software for any requirement given in the document, then it is mandatory for the bidder to quote rightful subscription and support charges to ensure compliance with the service levels defined in the document. The bidder shall take into consideration future takeover/ merger/ acquisition/ amalgamation of the open source software to/ by other company. The bidder should give an undertaking stating the continuation of support of the open source software delivered if any.
12. Bidder will ensure Audit trails should be enabled for the code developed
13. Bidder will ensure secure code review post major/critical changes to the applications.
14. 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:
 - Disrupt, disable, harm or impair in any way the software (or other applications installed on the system the software is installed or interacts with) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as “time bombs”, “time locks”, or “drop dead” devices);
 - Cause the software to damage or corrupt any of the Banks’ or its clients’ data, storage media, programs, equipment or communications, or otherwise interfere with the Banks operations, or
 - 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).
15. Bank team has right to take the interview of the L1 and L2 support before commencement of the work with bank.

16. Onsite L1 and L2 team have to work from DIT Haldwani, unconditionally or any another place preferred by the bank. The bidders not able to comply the same are requested not to participate in the bidding process.
17. Two leaves per month will be awarded to the onsite resource. Bank shall deduct the per day charge for additional leave availed in a month considering the 30 days in a month.
18. In case the resource is on leave for more than 5 days in one stretch then vendor has to provide the alternate onsite resource. In case vendor failed to do so then Bank will impose the penalty of Rs.1500.00 per day.
19. Penalty/charges shall be adjusted in the next billing cycle which is due for payment.
20. One L2 support on-site will be the lead for the entire support team. Bidder must share the CV and employment details of such resource before deployment at Bank's premises.
21. Non adherence of mandatory commitment to deploy 6 resources (3 x L1 & 3 x L2) at Bank's DIT Haldwani site within 10 days from the PO date will result in penalty of 25% of total monthly support billing in each month and will be increased to 50% post 6 month period of review.
22. Vendor will provide resumes of the L1 and L2 support before onsite deployment.
23. All customizations and enhancements (menus, reports, interfaces, etc.) developed will be Bank's Property and have Bank's IPR rights.
24. The vendor shall ensure that developed module/code must be secure, error and bug free.
25. Each L1 and L2 will be on a monitoring period of 3 months, in case the L1 or L2 will not fulfil the expectations of the bank, the bank can ask vendor to replace the resource and the bidder should provide the replacement within 15 days. In case bidder fails to provide a suitable replacement within 30 days, bank will start imposing penalty of 25% of total monthly support billing in each month and will be increased to 50% post 6 month period of review.
26. All the necessary documentation and training needs to be provided by the Bidder to the L1 and L2 team for handling the required support activities.
27. The bidder shall provide SOP/documentation and Knowledge management plan for L1- helpdesk and ensure resources are adequately skilled as per requirement of Bank's end users.
28. All L1 & L2 resources must be direct employee and on payroll of Bidder.

5 Section IV – General Conditions of Contract and Service Levels Agreement

- **Quality:** Material/solution not confirming to given specifications will be rejected & it will be replaced by the vendor, free of cost. The material/solution must be as per the detailed specifications listed out in RFP document and shall be as per standard engineering practice, relevant IS/ Imitational code of practice, and shall be as per the Specifications as mentioned in RFP Document.
- **Statutory Laws:** Vendor shall abide by all applicable rules and regulations regarding taxes, duties, labour etc., which are in force and from time to time enforced by the

Government of India, also registration, labour laws, payments, ESIC, PF, insurance etc. Vendor shall coordinate for all these matters with concerned authorities directly.

- **Confidential Information:** All information exchanged between the parties will be confidential. If the implementation project requires disclosure of, or receipt of, confidential information, such disclosure or receipt will be made with mutual agreement and may be with a separately executed MoU / Non-Disclosure agreement with Vendor by the Bank.
- **Extra Deviated Items:** Any extra item like variation in quantity, deviated item should be executed only after getting the appropriate approvals with written confirmation, from the bank. At the time of submitting the invoice, all the documentary evidence of appropriate approvals for Extra / deviated Items / Variation in Quantities should be attached. Payments will not be made without scrutiny of aforesaid approvals.
- **Force Majure:** Bank shall not be responsible for delays or non-performance of any or all obligations, contained in this RFP or agreement thereafter, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague, epidemics or pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of the bank, which directly, materially and adversely affect the performance of any or all such obligations. However, the bidder shall continue to perform its obligations as contained in this RFP and agreement thereafter.
- **Arbitration:** The Bank and the Bidder shall make every effort to resolve amicably, by direct negotiation between the respective Designated Officials of the bank and the Bidder, any disagreement or dispute arising between them under or in connection with the RFP and or contract thereafter.

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

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

- **Jurisdiction:** The Jurisdiction for all disputes will be in the city of Nainital (Uttarakhand), India.
- **Safety:** All the safety codes and the preventive measure for this type of work shall be strictly followed. In case of any mishap which causes injury, disability or death of any personnel and staff either on site or offsite during or after the duration of the project due to negligence of the staff of the vendor, shall be sole responsibility of vendor, this shall not be responsibility of Bank in any case. No Claims in this regards shall be paid by Bank.

5.1 Term and Extension of the Contract

The term of this contract/agreement will commence from the date of signing of contract/agreement with shortlisted bidder for a period of one (1) year which will be computed

from the date of deployment of all onsite resources at Bank's Location. Based upon the annual performance reviews, the contract shall be extendable further for a period of three (3) years solely at the discretion of the Bank.

The Bank shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Bidder, at least 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 the extension period if deemed appropriate (THE NAINITAL BANK LTD. reserves the right to extend the agreement with Bidder), the term and conditions for SLA, penalty and Prices for On-premise services & Manpower shall remain same as given for the initial term.

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 3 (three) 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.

The vendor providing L1 & L2 Support for Finacle Core Application 10.2.25 & higher versions will also be providing L2 support for Finacle Alerts Solution* 10.5.02 & higher versions, Finacle e-Banking (Retail and Corporate) * 11.5 & higher versions, & Finacle Treasury* 11.13.0.8 & higher versions.

*Ad hoc L2 support for Finacle Alert System, Finacle e-Banking & Finacle Treasury will be provided by the bidder as and when required by the functional team. The payment of the ad hoc support on rate card basis will be done according to the man days' efforts of the task performed by the Ad hoc L2 offsite support resource.

5.2 Termination of the Contract

The process of Termination of Contract may be initiated on the 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 assigns or attempt to assign his interest or any part thereof in the contract.
- Delay in operationalizing /customizing the service beyond the specified period; 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 from bidder from any mode including arbitration/ other options available to the Bank at the cost and expense of the bidder.
- Under Termination/Expire 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 two 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.
- Review of the services provided by the successful bidder will be on half yearly basis. In case of unsatisfactory services, contract will be terminated with the bidder with proper notice to the bidder.
- Bank can call bidder with second highest bid to provide services in case of termination of contract with the existing successful bidder post review by the Bank.

5.3 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/bank. Service Provider shall be supporting in transition to new service provider/bank 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 to the Bank the Physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords and instructions for use and operation of security controls developed during the term to support the delivery of the Exit Management Services.
- 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, any other requirement of the Bank 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/bank.
- Post successful migration of services and data to Bank/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.

5.4 Security and Audit

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

5.5 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.

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

5.7 Payment Schedule

The payment schedule for various items as quoted in Commercial Bid Format will be as below: The payment will be made after completion of every month within 30 days from receipt of original invoice(s) either in hard copy or digitally signed invoice(s) after deducting the penalties, if any.

L1 and L2 support shall be payable monthly.

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

5.8 Service Level Agreement & Targets

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 proposed solution/support offered by the vendor in response to the bid.
- The SLA will be binding on the vendor for the entire period of 1 Years i.e. term of contract as defined in this RFP and if contract is extended for next three years.
- Bidder should provide facility of call (issue) logging through telephone, e-mail, web portal, etc., along with details furnished by the bank for any issue to the Onsite Facility Management.
- The Bidder must provide performance reports to the Bank at monthly intervals which will be used by Bank for determining the penalty.
- SLA will be based on the resolution time of the issues raised by the Bank 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.	<= 72 hours	No 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.	> 72 hours	Rs.1000 for every 24 hours of delay on an incremental basis for every unresolved issue.
In case the onsite resource is on leave for more than 5 days in one stretch then vendor has to provide the alternate onsite resource.	Penalty	In case vendor failed to do so then Bank will impose the penalty of Rs.2500.00 per day.
Non adherence of mandatory commitment to deploy 6 resources (3xL1 & 3xL2) at Bank’s DIT Haldwani site within 10 days from the PO date.	Penalty	Penalty of 25% of monthly support billing in each month and will be increased to 50% post 6 month period of review.

- Any penalties due to non-adherence of the above SLA will be made in the next bill payment.
- 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/ proposed solution on time, then the Bidder would need to make alternative arrangements at no extra cost to the Bank.

6 Section V – Bid Submission Format

6.1 Bidder Profile

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

Sub: Request for proposal (RFP) for

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

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

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 RFP	
9.	Telephone No. (with STD Code) a) Landline b) Mobile	

10.	E-Mail of the contact person:	
11.	Fax No. (with STD Code)	
12.	Website	
13.	Details of NEFT transaction details (if Application Money and EMD are credited to Bank through electronic mode)	Account Name - PAY-RECEIPT SUSPENSE A/C Account Number - 999420920000025 IFSC Code - NTBL0NAI999 Branch Name - Head Office, Nainital The following details are to be submitted: Sender Account Number: Sender Account Name: UTR Number: IFSC: Bank Name:
14	Details of account wherein the EMD amount is to be returned if the EMD is sent through NEFT	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	2021-2022
		2022 - 2023
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	

2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP Document.
3. We agree to abide by this RFP Offer for 180 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for.

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

Dated this.....by2024

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

6.2 Declaration for Non-Blacklisting

UNDERTAKING FOR NON- BLACKLISTED

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

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

Madam/Dear Sir,

Reg.: RFP Reference No: NTB/IT/SS/2024/04/017

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 being submitted and limited to, in response to the RFP reference mentioned in this document

Thanking You,
Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

6.3 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/SS/2024/04/017

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

Dated this.....day of2024

Yours faithfully,

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

6.4 Undertaking by the bidder (To be included in Technical & 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/SS/2024/04/017

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 2024.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

6.5 Undertaking for Price Validity & Acceptance of all terms & conditions of RFP

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

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

Madam/Sir,
Reg.: RFP Reference No: NTB/IT/SS/2024/04/017

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

Yours faithfully,

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

6.6 Undertaking for No Deviation

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

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

Madam/Sir,
Reg.: RFP Reference No: NTB/IT/SS/2024/04/017

Further to our proposal dated, in response to the Request for Proposal (Bank's RFP Ref. No NTB/IT/SS/2024/04/017 hereinafter referred to as "RFP") issued by Bank, we hereby covenant, warrant and confirm as follows:

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

Yours faithfully,

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

6.7 Commercial Bid Format

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

Cost for support as per Scope of Work mentioned in this document for Finacle Core 10.2.25 & higher versions, Finacle e-Banking (Retail and Corporate) 11.5 & higher versions, Finacle Treasury 11.13.0.8 & higher versions, Finacle Alerts Solution 10.5.02 & higher versions:

A. Commercials for Finacle Support- Cost per resource per month in INR

Sr. No.	Personnel Designation	Cost per resources per month	
		Onsite	Offsite
1	L1 (Support for Finacle Products (DIT, Haldwani/Bank's preferred location)		
2	L2 (Support for Finacle Products (DIT, Haldwani)		
3	L2 (Support for Finacle Infra, services support)		
4	L2 (Support for Finacle C24 , e-channels (UPI, IMPS, E-COM, POS) services support		
5	L2 (Support for Finacle e banking and alert system)		
6	L2 (Support for Finacle Treasury)		

- Bank at its discretion may increase/ decrease resources (onsite/offsite) as per the requirement. Thus the resource billing from the effect shall be changed accordingly. However, any effect in the billing due to change in resources should be calculated on pro-rata basis.
- Vendor will be shortlisted upon the total commercial value quoted for **3 x L1 and 3 x L2 Onsite resources only (excluding offsite support cost)**. Based upon the total quoted commercials for onsite, Bank will rank them in an ascending order and least quoted commercials (Lowest One-L1) quoted by the vendor shall be declared as successful vendor.
- The evaluation criteria will be based on Lowest Cost basis only.
- **The lowest bid will be calculated as total combined cost to Bank in a month for engaging 'Three L1' and 'Three L2' onsite resources as per resource requirement mentioned in this document.**

The cost of offsite resources will not be a part of evaluation of the commercial proposal, however, Bank has right to negotiate with the shortlisted vendor for onsite support towards the price quoted for offsite resources, in line with the lowest price (L1) quoted by other vendors participating in the bidding process, before declaring the L1 vendor.

Offsite Ad hoc L2 support: On Bank's requirement, ad hoc support will be provided by the bidder as and when required by the Bank's functional team. The payment of the ad hoc support

will be according to the man days' efforts of the task performed by the Ad hoc L2 offsite support resource.

Man day cost will be calculated according to the monthly cost of the offsite resource quoted by the vendor and further negotiated by the Bank divided by 30 days.

The selected bidder will share the contact details of the offsite support resource to the Bank on first day of every month, so that if support is required by the Bank team, bidder can engage the support well in advance.

The Bank team will raise the requirement of the selected Ad hoc support one day prior to the company for their readiness and availability.

The ad hoc support will be mainly offsite, however in case of high priority/critical issues, bank has right to call the ad hoc resource to the DIT office Haldwani/Preferred location by Bank. The additional expenses, if any, other than the agreed cost will be borne by the bank on actual basis.

Note – Quoted price should be exclusive of all taxes and duties.

Yours faithfully,

Authorized Signatory

Name:

Designation:

Bidder's Corporate Name

Address

Email and Phone #

6.8 Non-Disclosure Confidentiality Agreement

NON DISCLOSURE CONFIDENTIALITY AGREEMENT

(To be submitted by all Bidders for availing the proposed features for bidder L1 & L2 for End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25, Finacle eBanking (Retail and Corporate) 11.5, Finacle Treasury 11.13.0.8, Finacle Alerts Solution 10.5.02)

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

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

BETWEEN:

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

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

_____ and Bank are hereinafter individually referred to as the “Party” and collectively as the “Parties”, as the context may require in this Agreement.

WITNESSETH:

WHEREAS,

- A. The Bank had floated RFP No. NTB/IT/SS/2024/04/017 dated 16.04.2024 being desirous of getting the support for L1 & L2 for End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 (& above), Finacle e-Banking (Retail and Corporate) 11.5 (& above), Finacle Treasury 11.13.0.8 (& above), Finacle Alerts Solution 10.5.02 (& above), wherein _____ has been declared as TC1 Bidder.
- B. In order to avail the services / solution from _____, and the Bank may in the course of discussions, may disclose certain confidential or proprietary information either related to itself or pertaining to its customers in whatever form to the other Party and vice versa; and
- C. _____ and Bank desire to safeguard and protect their respective confidential, proprietary or trade secret information.

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

1. DEFINITIONS:

1.1. As used herein, the term “Disclosing Party” shall mean: (a) _____, with respect to

all Confidential Information disclosed by _____ to Bank hereunder; or (b) Bank, with respect to all Confidential Information disclosed by Bank to _____ hereunder.

1.2. As used herein, the term “Receiving Party” shall mean: (a) Bank, with respect to all Confidential Information disclosed by _____ to Bank; or (b) _____, with respect to all Confidential Information disclosed by Bank to _____ hereunder.

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

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

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

2. NON-DISCLOSURE:

2.1 In consideration of the Disclosing Party’s disclosure of Confidential Information to the Receiving Party, the Receiving Party agrees that it shall:

- (i) treat all Confidential Information as strictly confidential and shall not disclose the such information to any person or entity, whatsoever, unless otherwise provided for in this agreement;
- (ii) not use any Confidential Information except for the Evaluation in connection with the Relationship;

- (iii) protect all Confidential Information, whether in storage or in use, with the same degree of care as the Receiving Party uses to protect its own Confidential Information against public disclosure, but in no case with less than reasonable care;
- (iv) inform the Disclosing Party immediately on becoming aware, or suspecting that an unauthorised person has become aware of the Confidential Information; and
- (v) be entitled to disclose the Confidential Information to such directors, officers, employees, agents, contractors and advisors of the Receiving Party who need to know such Confidential Information for the Evaluation (collectively the “Representatives”). “Provided always that the Receiving Party shall, prior to disclosure, inform the Representatives of the confidential nature of such Confidential Information and impose on such Representatives the confidentiality obligations substantially equal to, but not less restrictive than, those set forth herein. In any event, the Receiving Party shall be responsible for any breach of the terms of this Agreement by any of its Representatives and shall take all appropriate measures to restrain its Representatives from prohibited or unauthorised disclosure or use of the Confidential Information.

2.2 If Receiving Party is required to disclose the Confidential Information pursuant to law, regulation, the order of any court or governmental or regulatory agency or the rules of any applicable stock exchange, the Receiving Party shall, to the extent permitted by law or regulation, (i) immediately notify the Disclosing Party of any such requirement and afford such Disclosing Party the opportunity to seek a protective order relating to any such disclosure; (ii) only furnish the portion of the Confidential Information that is required to disclose; and (iii) exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded with respect to the Confidential Information disclosed. The Receiving Party shall, to the extent reasonable and practicable, co-operate with the Disclosing Party if the Disclosing Party decides to bring any legal or other proceedings to challenge the validity of the requirement to disclose the Confidential Information (at the Disclosing Party’s cost and expense). If the Receiving Party is unable to inform the Disclosing Party before any Confidential Information is disclosed, the Receiving Party shall inform the Disclosing Party immediately after the disclosure of the full circumstances of the disclosure and the information that has been disclosed.

2.3 Except upon mutual written agreement, or as may be required by law, regulation, the order of any court or governmental or regulatory agency or the rules of any applicable stock exchange, neither Party shall in any way or in any form disclose the fact that this Agreement has been signed by the Parties, the fact that discussions or negotiations relating to the Evaluation are taking place or have taken place, and any of the terms, conditions or other facts relating to the Evaluation, including the status thereof, or make any public announcement pertaining to the foregoing including any such actual or possible discussions or negotiations.

3. RETURN OF CONFIDENTIAL INFORMATION:

Upon request of the Disclosing Party made at any time during the term of this Agreement or within thirty (30) days after its termination, the Receiving Party shall, at the Disclosing Party’s

sole option, promptly return to the Disclosing Party or destroy all items of Confidential Information (including without limitation all summaries, copies and excerpts of Confidential Information thereof) of the Disclosing Party. The receiving party shall furnish a certificate to the disclosing party whereby certifying that the all confidential information has been returned to the Disclosing Party or has been destroyed and nothing can be retrieved by it in any manner whatsoever.

OWNERSHIP:

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

5. INJUNCTIVE RELIEF:

Both Parties acknowledge that the extent of damages in an event of the breach of any provision of this Agreement would be difficult or impossible to ascertain, and that there may be no adequate remedy available at law in the event of any such breach. Therefore, each Party agrees that in the event it breaches any provision of this Agreement, the other Party will be entitled to specific performance and injunctive or other equitable relief, in addition to any other relief to which it may be entitled to at law or in equity. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

6. TERM:

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

7. INDEMNITY:

The Parties agree to indemnify and keep indemnified each other against all loss and damage, which the Disclosing Party may suffer as a result of any breach of this Agreement by the

Receiving Party, provided always that the Disclosing Party shall forthwith give written notice to the Receiving Party of the above loss and damage and satisfactory documentary evidence of such actual loss and damage.

8. GENERAL:

8.1 The Parties agree and acknowledge that the Confidential Information constitutes valuable proprietary information and that the provisions of this Agreement are fair and reasonable to protect the interests of the Disclosing Party.

8.2 This Agreement shall be governed by and construed in accordance with the laws of India without reference to the principles of conflict of laws. All disputes arising out of or in connection with this Agreement shall be finally settled by panel of three arbitrators, wherein one each arbitrator shall be appointed by each party and such appointed arbitrators shall nominate a third arbitrator. The place of arbitration shall be at Nainital. The arbitration shall be conducted in the English language. The Parties agree that the decision of the arbitrator(s) shall be final and binding and that the Parties shall waive any right of appeal to the courts having jurisdiction in relation to such arbitration. Provided that nothing in this Agreement shall prevent either party from seeking injunctive or similar preliminary or provisional relief from court of competent jurisdiction in accordance with the applicable law.

8.3 In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

8.4 This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and may not be amended or in any manner modified except by a written instrument signed by authorized representatives of both Parties. All prior or contemporaneous agreements or understandings between both Parties relating to the subject matter hereof, whether oral or written are superseded and cancelled by this Agreement.

8.5 This Agreement is made for the benefit of the Parties to it and their respective successors and permitted assigns and is not intended to benefit or be enforceable by anyone else. A person who is not a party to this Agreement shall have no right to enforce any of the terms of this Agreement. For the avoidance of doubt, the Parties may terminate, rescind or vary this Agreement without the consent of any person who is not a party to this Agreement.

8.6 No provision of this Agreement shall be deemed waived by either Party unless such waiver is reduced to writing and is signed by the Party against whom such waiver is sought to be enforced. Any waiver of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this Agreement.

8.7 Neither Party shall transfer or assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.

8.8 The Disclosing Party does not make any representation or warranty (express or implied) herein as to the accuracy, fairness or completeness of the Confidential Information or as to whether it is up-to-date. The Receiving Party will use the disclosed Confidential Information on an "As Is" "Where Is" basis and the Disclosing Party shall not have any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.

8.9 Nothing contained in this Agreement or in any discussions held or disclosures made pursuant to this Agreement shall (i) be interpreted or relied upon by either Party as a commitment or intent to purchase or sell any products or services or to engage in any business relationship, contract or future dealing with the other Party, (ii) limit either Party's right to provide or offer to provide products or services similar to those which the other Party may offer, so long as said Party does not violate the obligations under this Agreement, or (iii) prevent either Party from entering into similar discussions with unrelated third parties so long as such discussions do not violate the obligations under this Agreement.

8.10 This Agreement may be executed in one or more counterparts, which together shall constitute one and the same agreement, and any Party may enter into this Agreement by executing a counterpart.

8.11 All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, electronic mail, or registered or certified mail (return receipt requested) to the address set forth below:

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

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

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

6.9 Integrity Pact

PRE CONTRACT INTEGRITY PACT

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

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

And

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

Preamble

The Nainital Bank Ltd. is a Scheduled Commercial Bank having its presence across five states i.e. Uttarakhand, Uttar Pradesh, Delhi, Haryana and Rajasthan. The Nainital Bank Ltd. is committed to fair and transparent procedures in appointing of its outsource service providers. The Nainital Bank Ltd. intends to select bidder, under laid down organizational procedures, contract/s for L1 & L2 for - End of Day (EOD)/ Begin of Day (BOD) support, Database support, Infrastructure support in Finacle Core 10.2.25 & higher versions, Finacle Alerts Solution ver. 10.5.02 & higher versions, Finacle e-Banking Solution (Retail and Corporate) ver. 11.5 & higher versions, and Finacle Treasury Solution ver. 11.13.0.8 & higher versions. The Nainital Bank Ltd. values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1 - Commitments of The Nainital Bank Ltd.

1. The Nainital Bank Ltd. commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the The Nainital Bank Ltd., personally or through its family members, will in connection with the RFP for, or the execution of a contract, demand; take a promise for or accept, for self or third person, any monetary or non-monetary benefit which the person is not legally entitled to.

- b. The Nainital Bank Ltd. will, during the RFP process treat all Bidder(s) with equity and reason. The Nainital Bank Ltd. will in particular, before and during the RFP process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the RFP process or the contract execution.
 - c. The Nainital Bank Ltd. will make endeavour to exclude from the selection process all known prejudiced persons.
2. If The Nainital Bank Ltd. obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, The Nainital Bank Ltd. will inform the Bank's Chief of Internal Vigilance and in addition can initiate disciplinary actions.

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

1. The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the RFP process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the employees of The Nainital Bank Ltd. involved in the RFP process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the RFP process or during the execution of the contract.
 - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by The Nainital Bank Ltd. as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) / Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to the Bank's Chief of Internal Vigilance and shall wait for their decision in the matter.
- g. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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

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

1. In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
2. The Nainital Bank Ltd. will enter into agreements with identical conditions as this one with all Bidders and Contractors.

3. The Nainital Bank Ltd. will disqualify from the RFP process all bidders who do not sign this Pact or violate its provisions.

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

If The Nainital Bank Ltd. obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if The Nainital Bank Ltd. has substantive suspicion in this regard, The Nainital Bank Ltd. will inform the same to the Bank's Chief of Internal Vigilance.

Section 8 - Pact Duration

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

Section 10. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission,

The Nainital Bank Ltd. or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Section 11 - Other provisions

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

The parties hereby sign this Integrity Pact at _____ on _____

THE NAINITAL BANK LTD.

Name of the Officer:

Designation:

Date:

Place:

Witness

1. _____

2. _____

BIDDER

Chief Executive Officer

Department:

Date:

Place:

Witness

1. _____

2. _____

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